

COLLECTIVE BARGAINING AGREEMENT

between

**CLARK COUNTY, WASHINGTON,
CLARK COUNTY SHERIFF'S OFFICE**

and

**CLARK COUNTY
SHERIFF'S OFFICE SUPPORT GUILD**

January 1, 2004 - December 31, 2007

TABLE OF CONTENTS

ARTICLES

Article 1:	Recognition.....	1
1.1	Parties	
1.2	Exclusive Representatives	
Article 2:	Non Discrimination.....	1
2.1	Equal Employment Opportunity	
2.2	Guild Activity	
Article 3:	Guild Rights and Security	1
3.1	Maintenance of Membership	
3.2	Religious Tenets Exception	
3.3	Failure to Pay Guild Dues	
3.4	Payment of Guild Initiation and Dues	
3.5	New Hires	
3.6	Printing and Distribution	
Article 4:	Management Rights.....	2
4.1	Rights Reserved	
4.2	County Rights	
4.3	Contracting Out	
Article 5:	Guild Representatives and Activities	3
5.1	Guild Officers and Officers	
5.2	Access to Workplace	
5.3	Bulletin Boards	
5.4	Release Time	
5.5	Guild Business Leave	
5.6	Cooperative Labor Relations	
5.7	Communication	
Article 6:	Strikes and Lockouts	4
6.1	Non-Participation	
Article 7:	Job Assignments and Classification	4
7.1	Work Assignments and Duties	
7.2	Reclassification and Job Classification Descriptions	
7.3	Salaries for New/Revised Classifications	
7.4	Training	
Article 8:	Filling of Vacancies.....	7
8.1	Vacancies and Posting	
8.2	Classification Recruitments	
8.3	Promotional Opportunities	
8.4	Alternative to Competitive Recruitment Process	
8.5	Project Employees	
8.6	Use of Alternative Workers and Non-Bargaining Unit Personnel	
8.7	Use of Temporaries	
Article 9:	Employee Work Schedules.....	9

9.1	Employee Work Schedules	
9.2	Workday	
9.3	Alternative Schedules and Changes	
9.4	Meals and Breaks	
9.5	Job Sharing	
Article 10:	Overtime	14
10.1	Work periods for Overtime Calculation	
10.2	Compensation for Overtime	
10.3	Compensatory Time Option	
10.4	Authorization	
10.5	Callback Pay	
10.6	Assignment of Overtime	
10.7	Standby Pay	
10.8	Holiday Work	
Article 11:	Compensation.....	15
11.1	Salary Schedule	
11.2	Hourly Basis and Calculation	
11.3	Salary Increases	
11.4	Step Increases	
11.5	Promotional Increases	
11.6	Other Pay Actions	
11.7	Salary Anniversary Dates	
11.8	Shift Differential	
11.9	Work Out of Classification (WOOC)	
11.10	Meal Allowances	
11.11	Mileage Reimbursement	
11.12	Field Training Officers	
11.13	Incentive Plan	
Article 12:	Paid Days Off (PDO)	20
12.1	Usage	
12.2	Accrual Rates	
12.3	Maximum Accumulation	
12.4	Probationary Employee PDO Use	
12.5	Scheduling of PDO Days	
12.6	Termination Payoff	
12.7	Accrual Basis	
12.8	PDO Leave Donation Plan	
12.9	PDO Sell-Back	
12.10	Holidays	
Article 13:	Sick Leave.....	23
13.1	Purpose	
13.2	Sick Leave Accruals	
13.3	Workers' Compensation Integration	
13.4	Family Illness Usage	
13.5	Medical and Dental Appointments	
13.6	Promotional Consideration	
13.7	Reporting and Approval Procedure	
13.8	Medical Verification	
13.9	Attendance	

13.10	Sick Leave Payoff	
Article 14:	Other Leaves	25
14.1	Bereavement and Funeral Leave	
14.2	Military Leave	
14.3	Civic Duty and Examination Leave	
14.4	Family and Parental Leave	
14.5	Workers' Compensation	
14.6	Other Leaves of Absence	
Article 15:	Insurance	26
15.1	Medical/Dental Plan Description and Coverage	
15.2	Insurance Cost Calculations	
15.3	Eligibility	
15.4	Carrier and Coverage Changes	
15.5	Open Enrollment	
15.6	Life Insurance	
15.7	Long Term Disability Insurance	
15.8	Continuation of Benefits	
15.9	Eye Examinations	
Article 16:	Other Benefits	30
16.1	Retirement Plan	
16.2	Deferred Compensation Plans	
16.3	Flexible Spending Accounts	
16.4	Employee Assistance Program	
16.5	Parking	
16.6	License and Certifications	
Article 17:	Seniority	31
17.1	Seniority Definition	
17.2	Seniority List	
17.3	Seniority Accrued	
17.4	Exceptions to Seniority Accrual	
17.5	Seniority Table	
Article 18:	Uniforms	32
18.1	Required Uniforms	
18.2	Uniforms Furnished (formal)	
18.3	Uniforms Furnished (soft)	
18.4	Uniforms for Food Service Personnel	
18.5	Coats for Food Service and Jail Industry Personnel	
18.6	Cadet Accessories	
18.7	Notice to Guild of RFP for new uniform contract vendor	
18.8	Casual Attire	
18.9	Replacement of County Issued Items	
18.10	Replacement of Approved Personal Items	
18.11	Ergonomic Equipment Replacements	
18.12	Uniform Replacement	
Article 19:	Discipline and Termination.....	33
19.1	Probationary Periods	
19.2	Disciplinary Actions	

19.3	Disciplinary Investigations	
19.4	Personnel Files	
19.5	Voluntary Termination Procedure	
19.6	Indemnification	
19.7	Conflicts with Agreement	
Article 20:	Layoff	36
20.1	Reasons	
20.2	Alternatives to Layoff	
20.3	Seniority for Layoff	
20.4	Selection and Notice	
20.5	Reassignment and Bumping	
20.6	Recall	
20.7	Recall Procedure	
20.8	Rights Upon Recall	
20.9	Benefits Continuation	
20.10	Layoffs triggered by: annexations, consolidations, etc.	
Article 21:	Grievance Procedure	39
21.1	Purpose and Scope	
21.2	Filing and Processing Requirements	
21.3	Timelines	
21.4	Steps	
21.5	Arbitrator Selection	
21.6	Arbitrator Authority	
21.7	Arbitration Expenses	
21.8	Selection of Civil Service or Grievance	
21.9	Mediation-Arbitration	
Article 22:	Definitions.....	42
Article 23:	Scope and Duration	44
23.1	Entire Agreement	
23.2	Savings Clause	
23.3	Duration and Renewal	

EXHIBITS

Exhibit A:	Represented Classifications	45
Exhibit B:	Salary Schedules	46
Exhibit C:	Dues Deduction Form	48
Exhibit D:	Pre-85 PDO Accrual Rates	49
Exhibit E:	Substance Abuse Policy	50
Exhibit F:	SIGNATURE PAGE	51

ADDENDUM A

Health Care Addendum	
2006 Medical Plans Comparison	52
Premium Care Methodology - An Explanatory Example	55

ARTICLE 1 - RECOGNITION

1.1 Parties. This Agreement is between Clark County, Washington and the Clark County Sheriff's Office, hereinafter referred to as the County, and the Clark County Sheriff's Support Guild, for purposes of setting forth the mutual understanding of the parties regarding wages, hours, and conditions of employment of those employees for whom the County has recognized the Guild as the exclusive collective bargaining representative.

1.2 Exclusive Representative. The County hereby recognizes the Guild as the exclusive bargaining representative for the purposes stated in 41.56 RCW of all non-sworn Sheriff's Office regular full-time and regular part-time employees within the classifications as set forth in **Exhibit A**. For the purposes of recognition, "regular" employees include those occupying budgeted positions and working a regular schedule of more than 1,040 hours in any calendar year. This Agreement shall exclude all elected, confidential and temporary and part-time (less than 1040 hours per year) employees (to include project employees who have a fixed employment period not to exceed twelve (12) months).

ARTICLE 2 - NON DISCRIMINATION

2.1 The County and the Guild agree that they will not discriminate against any employee by reason of race, age, color, gender, national origin, religious belief, marital status, sexual orientation, mental or physical political affiliation or activity or any other categories of persons or activities protected by federal, state or county statutes, ordinances, rules or regulations.

2.2 The County agrees not to discriminate against any member of the Guild for his/her activity on behalf of or because of membership in the Guild.

ARTICLE 3 - GUILD RIGHTS AND SECURITY

3.1 Maintenance of Membership. Except as provided in section 3.2, all covered employees shall, as a condition of continued employment, maintain their membership in good standing in the Guild during the life of this Agreement. New employees shall be enrolled on the first day of the calendar month following their hire date or appointment to a position in the bargaining unit.

3.2 Religious Tenets Exception. In order to provide Sheriff's Office employees the right of non-association with the Guild because of the employee's bona fide religious beliefs, such Sheriff's Office employee shall pay an amount of money equivalent to Guild dues to a non-religious charity mutually agreed upon by the employee and the Guild. If within ten (10) calendar days after it is determined that the employee is eligible for exemption under this section, the employee and Guild fail to agree on the organization to which payment in lieu of dues and initiation fees is to be donated, either party may petition the Public Employment Relations Commission for a decision. Said employee shall furnish written proof to the Guild that such payment is being made.

3.3 In the event an employee member of the Guild fails to maintain his/her membership or charitable payment, the Guild will notify the Sheriff's Office in writing through the Human Resources Department of such employee's delinquency. The Sheriff's Office agrees to give notice to the employee and the Guild within five (5) working days that his/her employment status with the Sheriff's Office is in jeopardy and that failure to meet the membership obligation within thirty (30) calendar days from the date such notice is received will result in termination.

3.4 The Guild will notify the County of its dues. The County will deduct such Guild dues from the wages of the employees and forward them to the Guild each month. Each month the County shall submit the dues to the address and name provided by the Guild, accompanied by a list of dues-paying employees, their salaries, and the amount of their dues. The County and the Guild have developed a mutually agreeable dues deduction assignment form for authorization of payments to the Guild by payroll deduction. The agreed upon dues deduction authorization form is attached as **Exhibit C**.

3.5 New Hires. The County agrees to provide the Guild with written notification within thirty (30) calendar days of new hires and separations from the bargaining unit in a fashion mutually acceptable to the parties. A meeting with the Guild officer shall be included as part of new employee orientation.

3.6 Printing and Distribution. The County shall provide copies of the Agreement to the Guild for distribution to represented employees. The County shall provide copies to new hires. The Agreement will be made available to the membership either electronically or on CD. Members may print the Agreement at their worksite.

ARTICLE 4 - MANAGEMENT RIGHTS

4.1 Rights Reserved. The management of the County and the direction of the work force is vested exclusively in the employer subject to the terms of this Agreement. The parties agree that existing established past practices not covered by this Agreement on mandatory subjects of bargaining shall be altered only with agreement of the parties. This article does not restrict the right of an employee to use the grievance procedure set forth in Article 21.

4.2 The parties recognize the following rights of the County:

4.2.1 Determine the methods, processes and means of providing services.

4.2.2 Increase, diminish or change equipment, including the introduction of any and all new, improved or automated methods or equipment.

4.2.3 Make or change the assignment of employees to specific jobs within the bargaining unit in accordance with their job classification or title.

4.2.4 Hire, transfer and promote including determination of the qualifications, methods and standards thereof.

4.2.5 Discipline regular employees for just cause and discipline probationary employees for any lawful reason.

4.2.6 Determine or change standards and expectations for employee performance and conduct.

4.2.7 Evaluate employees including the use or modification of performance appraisal programs.

4.3 Contracting Out. The County may contract out bargaining unit work provided such activity does not result in the layoff of bargaining unit employees or a reduction in the number of employees or positions within the bargaining unit. The County shall provide fifteen (15) working days' notice to the affected Guild and its officers.

ARTICLE 5 - GUILD REPRESENTATIVES AND ACTIVITIES

5.1 The Guild shall inform the Sheriff's Office in writing of the names of its officers who are authorized to represent the Guild. Such information shall be kept up-to-date at all times.

5.2 Access to Workplace. Guild officers may, after informing the supervisor, visit the work location of employees covered by this Agreement. Access shall be allowed provided it does not disrupt the regular work activities of employees or the Sheriff's Office.

5.3 Bulletin Boards. The Sheriff's Office shall provide the Guild with bulletin boards at reasonable locations for its use in communicating to members.

5.4 Release Time. Officers of the Guild shall be allowed reasonable release time without loss of pay for the purposes of labor relations between the Guild and the County, including meetings with the County for collective bargaining, grievances, disciplinary interviews, disciplinary hearings, and labor relations training, or such other legitimate activities as are mutually agreed. Nothing in this Agreement shall be construed to require employees to receive compensation from the County for representation activities occurring outside of the employee's regularly scheduled work hours or for such time to be counted as time worked for overtime calculation. Work hours shall not be used by Guild officers, employees or representatives for solicitation of Guild membership, collection or checking of dues, Guild meetings or other activities relating to the internal business of the Guild.

5.4.1 Guild officers shall request permission from their immediate supervisor for release time. Such request shall be granted provided release time does not unreasonably detract from their work performance and is in compliance with the above requirements as to the nature of the activity.

5.4.2 Guild officers shall be allowed one hour of release time preceding or following meetings with the County for preparation/debriefing activities.

5.4.3 Release time, excluding the time in Section 5.5 et seq., shall be reported for on a regular basis to the County by the use of "UNR" on the employee time sheet.

5.5 Guild Business Leave. Guild officers shall be allowed a collective total of forty-eight (48) hours per year, with pay, to attend conferences, seminars, training, and/or conventions related to the bargaining unit. Guild leave pursuant to this section only, shall be accounted for on a regular basis to the County by use of "UNB" on the employee time sheet.

5.5.1 Guild officers may, if the hours in section 5.5 are exhausted, request leaves without pay or use of PDO to represent the Guild at conferences, seminars, training, and/or conventions related to the bargaining unit.

5.5.2 Guild officers requesting leave pursuant to this section, paid or unpaid, shall submit a written request for such leave to the Chief Deputy as far in advance as practicable. Approval of such leaves shall be at the discretion of the Chief Deputy of Administration.

5.6 Cooperative Labor Relations. Every twelve (12) months the Sheriff's Office and the Guild will alternate hosting a one-half (1/2) day labor relations training seminar. The subject of the seminar shall be determined jointly by the parties at least sixty (60) days prior to the seminar during a labor relations team meeting. The first seminar shall be coordinated by the Sheriff's Office and thereafter, coordination of the seminar shall alternate between the Sheriff's Office and the Guild.

5.7 The County and the Guild agree to create an open communication procedure for the purpose of mutual problem-solving, planning and initiating discussions regarding matters of general concern to employees of the Sheriff's Office as opposed to grievances. The work of the parties under the communications procedure shall in no way add to, subtract from, alter or amend the labor agreement unless such agreement is reduced to writing and signed by authorized representatives of the Guild, the Sheriff's Office, and the County. Settlement of formal grievances shall likewise be accomplished in writing and signed by authorized representative of the Guild, the Sheriff and the County. Either the Guild or the County may initiate discussions on subjects of a general nature affecting the employees of the Sheriff's Office. The coordinators of the communications procedure will be the Guild President (or his/her designee) and the Sheriff or his/her designee. The make-up of the committee shall be determined at the time the parties agree to initiate discussions regarding a particular subject or matter.

ARTICLE 6 - STRIKES AND LOCKOUTS

6.1 During the life and for the duration of this Agreement, the Guild, its agents, officers and representatives, and bargaining unit members shall not engage in, acquiesce in, or encourage any strike, slowdown, primary picketing, sick-out, sit-down, or other disruption or stoppage of work at any County facility or at any location where County services are performed, nor shall there be any lockout of bargaining unit members by the County. If any such activity takes place, the Guild will immediately notify all Guild agents, officers, representatives, and bargaining unit members engaging in such activity to cease and desist, and the Guild shall publicly declare by letter to the Board of County Commissioners and the Human Resources Department that such activity is in violation of this Agreement and is unauthorized. In the event the Guild fails to fully and faithfully discharge its duties under this Article, the County shall be entitled to recover its losses incurred as a result of activity in violation of this Article. In the event of a lockout in violation of this Article, affected employees shall be entitled to be made whole for any wages, benefits and rights lost as a result of such lockout. Any employee engaging in any activity in violation of this Article may be subject to immediate disciplinary action or discharge and the only matter related to such action which may be subject to appeal is the question of whether or not the employee engaged in such activity.

ARTICLE 7 - JOB ASSIGNMENTS AND CLASSIFICATION

7.1 Work Assignments and Duties. The County may make or change the assignment of employees to specific jobs within the bargaining unit in accordance with their specific job classification or title.

7.1.1 Employees in certain work-out-of-classification assignments may be eligible for additional compensation as provided by section 11.9.

7.1.2 Employees may be assigned higher level work for training and development purposes on a limited term basis. The Department shall make every effort to distribute such assignments on an equitable basis. Assignments of employees to a position in a higher level classification under this section shall be by mutual consent of the employee and the manager and shall normally be for a maximum of sixty (60) days unless otherwise agreed or work-out-of-classification pay is offered. Employees shall be informed in writing of the purpose of the assignment and its expected duration.

7.1.3 Alternate staffing is defined as the budgeting of a position at more than one classification level within a job series. Employees filling alternately staffed positions may be assigned duties at any of the classification levels of the position and shall be eligible for promotion when performing fully satisfactorily at the higher level in the judgment of the department.

7.1.4 The following classifications have been established as alternately staffed in selected positions: Sheriff's Support Specialist II/III. Additional classifications may be established as alternately staffed by written, mutual agreement.

7.2 Reclassification and Job Classification Descriptions.

7.2.1 Job classifications shall be defined by the current job classification description for each of the job classification titles covered by this Agreement. The County may revise and update job classification descriptions to reflect current duties and qualifications for each of the job classification titles. The Guild shall be provided written notice of any substantial¹ change(s). Within fourteen (14) calendar days of written notice from the County, the Guild shall demand to bargain, in writing, the effects of the change(s). If the Guild does not respond, in writing, within the fourteen (14) calendar days, the Guild waives its right to bargain over the change(s).

7.2.2 Employees who believe they are misclassified or have been assigned work outside of their current job classification description must submit documentation of said changes which may include factual data to support the employee's position, to the classification review committee (CRC) as soon as practicable, but not less than ten (10) working days prior to the next quarterly meeting. The CRC shall meet quarterly, as needed, to review the information provided, call the employee and/or the immediate supervisor for questioning as appropriate, and make a determination regarding the merits of request(s). The CRC's findings could include but are not limited to, lacking substantial merit to warrant a study - declined; possibility of merit - forward for further review to the Human Resource Department; probability of merit - forward for further review to the Human Resource Department, with or without a recommendation regarding appropriate classification placement. The CRC's findings shall be provided, in writing, to the affected employee. The Human Resources Department, upon receiving the information forwarded from the CRC, will notify the employee, in writing, within sixty (60) days as to whether the position warrants study and an anticipated date for study. The effective date of any change will be the date of the adoption of the study or the beginning of the seventh (7th) month following receipt of the official request by the Human Resources Department, if the study has not been completed within six (6) months.

¹ Beyond de minimus

7.2.2.a The CRC shall be comprised of four (4) members, two (2) representing management and two (2) representing the Guild. The specific make up of the board shall be as follows: (1) the Sheriff or his/her designee shall be appointed to the board for an initial two-year term, (2) a middle manager shall be appointed to the board for an initial three-year term, (3) an e-board member shall be appointed to the board for an initial two-year term and (4) an e-board member shall be appointed to the board for an initial three-year term.

7.2.2.b Initial terms as noted above in subsection a., shall be set for two (2) and three (3)-year lengths in order to stagger rotation. All future appointments shall be for two (2)-year terms; however, individuals may be re-appointed at the end of their term.

7.2.2.c Alternates shall be designated for each of the board members. It is the intent of this section to ensure that immediate supervisors do not serve as members of the CRC for classification reviews of their employees' positions.

7.2.3 When a position is reclassified, the incumbent shall be continued in the position when the following criteria are met:

7.2.3.a The change in duties evolved over a period of time, generally six (6) months or longer (versus occurring instantaneously, such as via reorganization) and;

7.2.3.b The incumbent has occupied the position and has performed substantially all the duties of the new classification for six (6) months and;

7.2.3.c The incumbent meets all of the published minimum requirements of the new classification.

7.2.4 If the requirements of 7.2.3 are not met the employee with mutual agreement from the Sheriff or his/her designee, may choose, if within twelve (12) months of achieving the required criteria² for the higher level classification, to continue in the position as an underfill for up to twelve (12) months or be reassigned to another vacant and suitable position for which the employee is qualified in the same classification in the department. If there is no position available and an underfill is not agreed to, the employee shall receive full bumping and layoff rights as defined by Article 20.

7.2.4.a Seniority, as it applies to underfills, shall include the time served in the underfill toward seniority for either the higher level classification, should the employee compete and gain the promotion, or toward the employee's original classification should the employee move laterally or to a lower level position pursuant to Article 17.

7.2.4.b Upon making an underfill assignment, the supervisor and employee will, within thirty (30) calendar days, mutually agree to a training plan. The written plan shall include milestones for success in the higher level position and recommended training courses to assist the employee in achieving those milestones. A request for training shall then be forwarded to the Training Unit to be evaluated based upon standard training protocol and GO # 2.26.

7.3 Salaries for New/Revised Classifications.

² Criteria as defined by the job classification description

7.3.1 When a new job classification description is required or a substantial³ change is made to an existing job classification description in the area of an "upward" change in responsibilities or qualifications the County will develop/revise the job classification description, proposed salary and proposed bargaining unit assignment. The salary range for the new/revise job classification description shall be established following County procedures so that the salary of the new class is equitable in comparison to existing bargaining unit classes. The Guild shall be provided written notice of the allocation and afforded the opportunity to negotiate as to the salary, bargaining unit allocation, and any other mandatory subjects of bargaining. Within fourteen (14) calendar days of written notice from the County, the Guild shall demand to bargain, in writing, the effects of the change(s). If the Guild does not respond, in writing, within the fourteen (14) calendar days, the Guild waives its right to bargain over the change(s). The County may implement the proposed salary pending negotiations. If the parties agree to a change to the salary/job classification description, the change shall be retroactive to the County's original approval date.

7.3.2 It is agreed that the duties and responsibilities assigned to a new/revise job classification are a permissive subject, except when the new/revise change causes a substantial⁴ change in an existing bargaining unit classification.

7.4 Training. Internal trainees shall be any new hire or Sheriff's office staff who laterally moves or promotes into new positions. The length of "trainee status" shall be determined on a case-by-case basis by management upon review of the individual's knowledge, skills and abilities. Management reserves the right to continue trainee status up to a maximum of twelve (12) months.

ARTICLE 8 - FILLING OF VACANCIES

8.1 Vacancies and Posting. Except as otherwise provided herein, vacancies shall be filled as soon as practical, but at the discretion of the Sheriff and/or his/her designee. The Sheriff's Office agrees to post job vacancies within the Guild for a minimum of fourteen (14) calendar days. Final determination on internal and external posting of positions will remain solely at the discretion of the Sheriff and/or his/her designee.

8.2 Classification Recruitments. Recruitments may be conducted on a position-by-position basis or on a classification basis. Classification recruitments shall clearly specify that the recruitment may be used to fill future vacant positions. When a recruitment is conducted on a classification basis, the pool of qualified candidates may be used to fill multiple current and future vacancies within a classification for up to twelve (12) months from the date of certification by the Civil Service Commission for external postings and for up to twenty-four (24) months for internal/promotional postings. Pursuant to Civil Service Rules 9.09, eligibility lists may be extended for a maximum of six (6) additional months upon request by the Sheriff or his/her designee. Employee-candidates within the pool shall be referred to available vacancies based on their overall qualifications as well as specific qualifications, skills and preferences for particular vacancies.

8.3 Promotional Opportunities.

³ Beyond de minimus

⁴ Beyond de minimus

8.3.1 In the judgment of the Human Resources Department, and with the concurrence of the Sheriff or his/her designee, promotional recruitments may be further restricted as follows:

8.3.1.a To employees of a particular bargaining unit where it is reasonable to conclude that only such employees are qualified for the position.

8.3.1.b To employees of particular job classifications and/or work units when a new position results from reclassification of a position in that classification or work unit and upon a showing that special training and knowledge gained within a work unit or job family is essential to the proper filling of the vacancy.

8.4 Alternative to Competitive Recruitment Process. As an alternative to the competitive recruitment process for a job classification, the Sheriff or his/her designee may fill a vacancy by any of the following means:

8.4.1 Transfer. Transfer of an employee from a position for which the employee requested transfer, in the same classification or a lateral classification may occur when the employee meets the qualifications for the position. Transferred employees shall be placed at the same step in the new range. Positions within the classification of Sheriff's Support Specialist II will not necessarily be filled through transfer. The decision to open any vacancies for transfer will be made, at the sole discretion of the Sheriff or his/her designee, following a review of the job interest list.

8.4.2 Voluntary Demotion. Voluntary demotion of an employee from a higher classification when an employee meets the qualifications for the new job classification. A voluntarily demoted employee added to the Department and/or placed in a new job classification in this fashion shall be placed at the highest step in the new range that does not exceed his/her former salary. If the former salary exceeds the maximum of the new range, the employee shall be placed at the top step of the new range.

8.4.3 Reinstatement. Reinstatement of a former employee who attained regular status in the job classification, left County service in good standing and returns within twenty-four (24) months of separation. Reinstated employees shall be placed at the step number and not necessarily salary level previously attained prior to separation. Time served at the former step shall be applied toward eligibility for the next step increase. Additionally, if a vacancy exists, and with the approval of the Sheriff or his designee, reinstatements may be made to a lower job classification for which the employee has attained regular status and which is in the same career ladder/series as the last position held.

8.4.4 Transfer or non-disciplinary demotion. Transfer or non-disciplinary demotion of an employee when he/she has a qualifying disability under the ADA or state law and meets the qualifications for the new job classification. A transferred or non-disciplinarily demoted employee shall be placed at the highest step in the new range that does not exceed his/her former salary. If the former salary exceeds the maximum of the new range, the employee shall be placed at the top step of the new range.

8.4.5 Absorption of functions and staff. Absorption of an employee as a result of the Sheriff's Office absorbing the function, which that employee performs. An employee added to the Department in this manner shall be placed at the highest step in the new range that does not exceed his/her former salary. If the former salary exceeds the maximum of the new range, the employee shall be placed at the top step of the new range.

8.4.6 No List. When there is no current eligibility list for a job classification the County's Human Resources Department, in conjunction with the Sheriff or his/her designee, may authorize the use of an alternative list, provided that the qualifications and examination used to develop the alternative list adequately addresses the requirements of the job classification. This procedure may only be used for appointment to a lower or lateral job classification.

8.4.7 Reclassification. Appointment of an employee to a position that has been reclassified (upwards, downwards or laterally), when the criteria required to be continued in the position is met, as provided by section 7.2.

8.4.8 Job Sharing. Appointment of an employee to a job sharing arrangement, when the requirements of job share, as provided by this Agreement, are met.

8.4.9 Recall. Appointment of an employee to a vacant position when the employee is recalled from an active layoff list.

8.5 Project Employees. The appointment of project employees for limited-duration projects for up to eighteen (18) months on a full-time basis. Project employees shall receive full benefits but shall otherwise be excluded from the provisions of this Agreement and shall not be entitled to bump or displace covered employees when laid off at the conclusion of the project.

8.6 Use of Alternative Workers and Non-Bargaining Unit Personnel. The County may, in its discretion, make use of various alternative workers for rehabilitative, societal or other purposes including volunteers, offenders, youth programs, interns, senior citizens, and the disabled. The County may assign tasks to personnel from other bargaining units and non-represented employees provided such activity does not result in the layoff of bargaining unit employees or a reduction in the number of bargaining unit positions.

8.7 Use of Temporaries. The County may employ temporary employees on a seasonal, cyclic, or short-term basis, or to assist during an unusually high workload. A temporary employee normally will not be employed more than 1,040 hours in a calendar year, unless extended for up to 1,560 hours with advance approval of the County Administrator and notice to the Guild, or for up to 2,080 hours upon mutual agreement of the Guild and the County. The County will notify the Guild quarterly of the number and identity, date of hire, classification & department of temporary employees.

ARTICLE 9 - WORK, SCHEDULES, DAYS AND HOURS

9.1 Employee Work Schedules.

9.1.1 Work schedules shall be one of the following:

9.1.1.a Five (5) consecutive days of eight (8) consecutive hours, excluding lunch periods, followed by two (2) consecutive days off.

9.1.1.b Four (4) consecutive days of ten (10) hours, excluding lunch periods, followed by three (3) consecutive days off.

Unit/Assignment	24-7 Coverage	Mandatory Holiday Work	Length of Meal Period
Records	Y	Y	30 Minutes

Property & Evidence	N ⁵	N	30 Minutes / 1 hour
Food Services	Y	Y	30 Minutes
Reception	N ⁵	N ⁶	30 Minutes / 1 hour
Jail Industries	N ⁵	Y	30 minutes
Other Units	N ⁵	N	30 Minutes / 1 hour

9.1.1.c All schedules shall consist of consecutive days on followed by consecutive days off unless expressly agreed otherwise by the Guild and the Sheriff's Office.

9.1.1.d For units required to have mandatory holiday coverage, staffing minimums for the holidays shall be determined at the unit level. For units not normally required to have mandatory holiday coverage, the Sheriff's Office may, at its discretion, require those units to remain open with minimum staffing coverage.

9.1.2 Employee Work Hours.

Employees who hold bid positions shall bid in accordance with current unit level practices. Management retains the right to move employees from their bid positions for reasons of formal corrective action processes and/or to maintain a balance of senior and junior staff.

9.1.2.a Junior staff shall be defined as staff with less than one (1) full year in a classification.

9.1.2.b Balance of senior and junior staff shall be defined as no less than one-third (1/3) of total staff senior employees in an applicable classification per location and shift.

9.1.2.c Vacancies which occur, within a unit, after the bidding cycle has been completed shall be filled consistent with the Red Box procedures for the Support Guild. Upon a new hires' release from Trainee status, vacancies shall be back-filled by a one-time bid or as operational needs of the Branch dictate.

9.1.2.d Trainees shall not shift bid until they are fully released from the FTO program. Employees who are in a Field Training Status and expected to successfully complete their training before the annual bid schedule is implemented will be allowed to participate in the annual shift bid.

9.1.3 Employees may trade one (1) or more shifts during a work week provided such trades comply with the following:

9.1.3.a Advance approval is requested and gained, in writing, from the affected supervisors. Should a shift trade be required as a result of an unforeseen situation, and the immediate supervisor(s) are unavailable, approval will be sought from management.

⁵ Although these units do not currently provide weekend coverage, there is a likelihood that coverage may be expanded during the term of this Agreement.

⁶ Although Reception is not a mandatory holiday unit, the jail visitation staff attached to the unit shall have mandatory holiday coverage.

9.1.3.b That such trade can be accomplished with no additional cost to the County.

9.1.3.c That it would not interfere with the operations of the County.

9.2 Workday. The workday shall be the period of twenty-four (24) consecutive hours commencing with the employee's scheduled start time on each scheduled day of work.

9.3 Alternative Schedules and Changes.

9.3.1 Employees or the County may propose alternative work schedules within the limits of a maximum forty (40)-hour per week schedule and such schedules may be established by mutual agreement of the Guild and the County. No work schedule is permitted which would result in the payment of overtime for hours worked during the regular work shift.

9.3.2 Except in cases of emergency or other unavoidable circumstances beyond the County's control, written notice of permanent changes in an employee's work schedule shall be posted and given to the affected employee at least ten (10) calendar days in advance of their effective date of the change. Permanent schedule changes made in non-emergency situations with less than ten (10) calendar days' written notice shall result in the payment of overtime for all work hours outside of the normal shift until the ten (10) calendar days written notice period has elapsed.

9.3.3 Except in cases of emergency, written notice of temporary changes in an employee's work schedule shall be posted and given to the affected employee at least seventy-two (72) hours in advance of the effective date of the change. Such changes will be made consistent with the Red Box procedures. Temporary schedule changes, made in non-emergency situations, with less than seventy-two (72) hours written notice, or in excess of four (4) weeks, without a written extension agreement, shall result in the payment of overtime for all work hours outside the normal shift until the seventy-two (72) hour written notice period has elapsed, or appropriate written notice for a permanent schedule change has been given and elapsed.

9.3.4 When permanent or temporary schedule changes cause a reduction of days worked in a normal pay period, the affected employee may utilize one or more of the following options to equalize their pay for the period: bridge the period with the use of PDO, compensatory time or PSA time; perform voluntary overtime work during the period, to be arranged through the Manager or accept an overtime assignment (posted to meet minimums) during the period. Please note that if an employee using overtime to equalize their pay for the period arranged for voluntary overtime work and then later receives an overtime assignment, the voluntary overtime duty may be cancelled at management's discretion. Voluntary overtime arrangements shall not be greater than the equivalent loss of time during the pay period. For instance, if an employee worked 8 hours/one day less than anticipated due to a mandatory schedule change, he/she may then request to work up to 6 hours of voluntary overtime (equivalent to 9 hours of straight time) to bridge the loss in work hours for the period.

9.4 Meals and Breaks.

9.4.1 All employees shall have one (1) unpaid meal period at the approximate midpoint of each work shift of five (5) hours or more, in accordance with the matrix in section 9.1.1b, and two (2) paid rest periods of fifteen (15) minutes each, one (1) in each half of a full-time shift. If shift extends beyond ten (10) hours, an additional unpaid meal period shall be granted. Employees may not combine their meal period and rest period(s) unless pre-authorized by a supervisor. Employees may not forego a meal period to curtail the length of their working day.

9.4.2 Employees who work during their meal period without supervisor authorization shall be paid for the time worked at time and one-half (1 1/2) and may be subject to discipline.

9.4.3 Breaks are mandatory, supervisors will assure that breaks are scheduled.

9.5 Job Sharing. Job Sharing is a type of alternative scheduling in which two (2) employees of the same job classification share the work schedule and duties of a single full-time position. The County agrees to consider written proposals to job-share subject to the terms and conditions set forth below. If a proposal to job-share is approved, it shall be implemented on a trial basis and is, therefore, subject to cancellation. The County reserves the right to rescind the agreement subject to not less than thirty (30) days written notice to the Guild and the affected employee(s), for any reason, at the discretion of the Sheriff or his/her designee. Written proposals will be considered by the County, provided there is no additional cost to the County, and there is no adverse impact on other employees or the quality and efficiency of services provided.

9.5.1 Participation in job sharing shall be on a voluntary basis only. The employees involved shall make the request for job sharing in writing with one (1) copy sent to the County, one (1) copy to the Sheriff or his/her designee, and one (1) copy to the Guild. Initial and continuing approval of the Job Share arrangement will be contingent on both partners meeting all of the required qualifications for the job and performing at a fully effective performance level.

9.5.2 Only two (2) persons shall be involved in the sharing of one (1) full-time position.

9.5.3 Hours of work for persons involving in job sharing shall be pursuant to Article 9 and Article 10.

9.5.4 Persons involved in job sharing shall accrue PDO, Holiday Leave and Sick Leave at one-half (1/2) the rate of full-time employees with the same years of service. Partners shall receive their full one-half (1/2) accrual whenever scheduled, in paid status, for twenty (20) hours or more during the pay period. When the twenty (20) hour threshold is not met, leaves shall be prorated based on hours spent in paid status. Accrual rates, requests for leave, etc. shall be administered in accordance with Article 12, 13, 14 and 15 of this Collective Bargaining Agreement.

9.5.5 The rates of pay shall be consistent in use and practice with Article 11 of this Collective Bargaining Agreement, with each of the job share partners being treated individually for the purposes of salary placement, step increases, performance evaluations, discipline, etc.

9.5.6 Insured benefits such as health, dental, life, etc. will be provided to the job shared position identical to those of a full-time position. Benefits shall be divided between the job share employees based upon their desires and request. However, under no circumstances will the County pay more for health and welfare benefits for job share employees involved in job sharing than for a regular full-time employee. Proposed changes to the allocation of the insured benefits

shall be submitted to Human Resources for approval during the County's annual enrollment for an effective date of January 1 of each year. Additional hours worked over the scheduled amount shall be paid at the straight time rate and shall not result in a change in the division of health and insurance benefits. Overtime shall be payable for hours worked by either partner in excess of forty hours per week or as otherwise provided by this Agreement.

9.5.7 Seniority for step increases and layoff will be based on the seniority of each of the Job Sharers individually. Seniority for promotional consideration shall be determined as provided for by the appendices to this Agreement. Pension and/or Washington State Public Employees' Retirement System (PERS) contributions shall be based on gross pay.

9.5.8 Each job share employee will accrue individual seniority at the rate of a full-time employee. Job share partners shall continue to accrue seniority at the full-time rate during paid leaves and unpaid leaves of fifteen (15) calendar days or less. Seniority for step increases, layoff and the like will be based on the individual seniority of each job share employee. Seniority for promotional consideration shall be determined as provided for in Article 8 of this Collective Bargaining Agreement.

9.5.9 If either employee in a job share program separates from service with the County, the remaining job share partner shall assume full-time duties until a suitable job share replacement can be found. If no such job share replacement is available, the job share arrangement shall be canceled. If the job share arrangement is terminated and there is no agreement regarding which job share partner will resign or assume full-time responsibilities, the matter will be decided on the basis of seniority. The parties to a terminated Job Share arrangement have the option to resign or transfer to an available position. However, in no event will the position(s) of employee(s) not participating in the job share agreement be jeopardized by the termination of the job share agreement.

9.5.10 The normal duration of a job share agreement shall be one (1) year, with an annual option to renew. However, job shares may be canceled at any time at the discretion of the Sheriff or his/her designee, with not less than thirty (30) days written notice to the Guild and the affected employees, or by mutual written agreement of all parties.

9.5.11 Job Share Application Procedure.

9.5.11.a An employee currently in a full-time position who desires a Job Share arrangement must submit a written proposal to their Department Head/Elected Official. The proposal should include the following information:

- i. Names of employees who will Job Share;
- ii. Position in which the Job Share is desired;
- iii. Proposed work schedule for each employee;
- iv. Proposed method of allocation and coordination of job responsibilities between the Job Share employees;
- v. Proposed procedures and routines for ensuring the information flow is maintained; and
- vi. Proposed division of County insurance benefits.

9.5.11.b Upon receipt of the request, the Department Head/Elected Official and Human Resources will evaluate the proposal and respond in writing to all below listed parties within thirty (30) days. The final written plan must be signed by both Job Share partners, the Department Head/Elected Official, Human Resources Benefits Manager and the Guild.

ARTICLE 10 - OVERTIME

10.1 Work periods for Overtime Calculation. The work week for overtime calculation shall be the period of seven (7) consecutive twenty-four (24)-hour days beginning with the reporting time following the employee's regularly scheduled days off ("weekend"); for example, 8:00 AM Monday to 7:59 AM the following Monday. The daily work period shall be the period of twenty-four (24) consecutive hours commencing with the employee's scheduled start time on each scheduled day of work.

10.2 Compensation for Overtime. Employees normally shall be compensated at one and one-half (1½) times their regular (as defined in section 11.2.2) rate of pay for hours worked in excess of forty (40) hours in a week or in excess of their eight (8), nine (9) or ten (10)-hour daily shift. The calculation of time worked for overtime purposes shall include holidays, PDO, sick leave and compensatory time used. Overtime will be paid to the nearest quarter hour.

10.3 Compensatory Time Option. With authorization of the Branch Chief or his/her designee and the employee, an employee may elect to be compensated for overtime work in the form of compensatory time off rather than pay. Either party may require that overtime be compensated in pay. Such compensatory time off may be accumulated to a maximum of eighty (80) hours. Unused compensatory time shall be paid off at the employee's regular rate at the time of termination or transfer to another department.

10.4 Unless an emergency exists or circumstances cause it to be unreasonable, all overtime must be authorized by the employee's Branch Chief or his/her designee prior to being worked. Unauthorized overtime may result in employee discipline.

10.5 Callback Pay. An employee who is called back to work after completion of his/her regular shift shall receive callback pay as provided herein.

10.5.1 Unscheduled callback, regular work day: Two hours at the straight time rate, plus time actually worked at time and one half.

10.5.2 Unscheduled callback, on scheduled day off: Three hours at the straight time rate, plus time actually worked at time and one half.

10.5.3 Scheduled callback, regular work day, with at least twenty-four (24) hours' notice: Time and one half on hours worked, no minimum hours, otherwise pursuant to 10.5.a.

10.5.4 Scheduled callback, scheduled day off, with at least twenty-four (24) hours' notice: Minimum of two hours at time and one-half, otherwise pursuant to 10.5.b.

10.5.5 For the purposes of interpreting this section, no voluntary overtime, offered/accepted from the overtime list, shall be considered a callback. The following definitions apply to callback time:

a. An unscheduled callback is defined as a requirement to return to work from off-duty or off-premises status with less than twenty-four (24) hours' notice. It excludes overtime which is an extension of the regular shift -- "holdover" overtime. It includes overtime which occurs on the "front end" of the regular shift only if no notice (24 hours) is given. All other overtime and call-ins are considered scheduled.

b. Regular work day callbacks are those which occur during the normal workweek -- "between" the employees regularly scheduled workdays.

c. Day off callbacks shall be considered to be those which occur after midnight following the last day of work in the work week and before the scheduled start time on the first day of the next work week. For example, for a Monday-Friday, 8-5 employee, the qualifying period would be from midnight Friday to 8:00 AM Monday.

d. "Minimum" pay is defined as a guarantee of a specified number of hours if the time worked on the callback is less than the guaranteed minimum. It is paid at the time and one half rate.

e. Scheduled day off shall be defined as pre-approved PDO or compensatory time as well as regularly scheduled days off.

10.6 Assignment of Overtime. Overtime assignments shall be based on policies and procedures established at the Branch level. The County will attempt to meet its overtime requirements on a voluntary basis. In the event there are insufficient volunteers to meet the requirements, the County may require the necessary employees to work. Overtime work that can be performed by either regular or temporary employees shall be offered first to regular employees.

10.7 Standby. There shall be no standby duty.

10.8 Holiday Work. Employees who work on a holiday (12:00 AM to 11:59 PM on the date of the holiday) shall be paid at the time and one-half rate (1½) in accordance with section 12.10.

ARTICLE 11 - COMPENSATION

11.1 Salary Schedule. Except as otherwise provided by this Agreement or its appendices, the salary schedules for employees covered by this Agreement shall consist of a salary range of five (5) or six (6) steps with approximately five percent (5%) between steps. Salary schedule increases shall be applied across-the-board to each step of the range. All employees shall be paid at one of the steps in the range.

11.2 Hourly Basis and Calculation.

11.2.1 Employees covered by this Agreement shall be paid on an hourly basis. The employee's hourly salary shall be the annual salary divided by 2,080 or the monthly rate divided by 173.33 hours, based on the employee's regular full or part time schedule. No use of the term "salary" in this Agreement shall be construed to require or allow employees to be treated as exempt or salaried employees under the FLSA.

11.2.2 Hourly rate computation. The following table summarizes the inclusion and exclusion of various pay forms for the purposes indicated.

Pay Type	Regular	Paid Leave	Cashouts
Shift differential	incl.	see 11.2.3	excl.
Out-of-class pay	incl.	excl.	excl.
Holiday premium	incl.	excl.	excl.

11.2.3 Paid leave shall include shift differential only if the employee was working the off hours shift in the weeks before and after use of the leave.

11.2.4 All cash-outs of paid leave shall be paid at the employee's base hourly rate of pay.

11.2.5 Employees who work overtime while in a work-out-of-class (WOOC) situation shall be paid time and one half on the WOOC pay rate.

11.3 Salary Increases.

11.3.1 Effective and retroactive to July 1, 2004, the salary schedule shall be increased across-the-board by two and one-half percent (2.5%) as set forth in **Exhibit B** to this Agreement for all Guild members who are employed as of November 30, 2005, including those who have since separated from the County in good standing.

11.3.2 Effective and retroactive to July 1, 2005, the salary schedule in effect June 30, 2005, shall be increased by two and one-half percent (2.5%), as set forth in **Exhibit B** to this Agreement for all Guild members who are employed as of November 30, 2005, including those who have since separated from the County in good standing.

11.3.3 Effective July 1, 2006, the salary schedule in effect June 30, 2006, shall be increased by two and one-half percent (2.5%), as set forth in **Exhibit B** to this Agreement.

11.3.4 Effective July 1, 2007, the salary schedule in effective June 30, 2007, shall be increased by three percent (3%), as set forth in **Exhibit B** to this Agreement.

11.3.5 Effective and retroactive to January 1, 2006, the SSS supervisor classification salary steps in effect on December 31, 2005, shall be increased across-the-board by two percent (2%).

11.4 Step Increases. Employees shall normally be hired at the first step and shall be eligible for step increases after twelve (12) months at step 1 and twelve months at each subsequent step in the range. Leaves of absence without pay of fifteen (15) days or more shall result in an adjustment to the eligibility date for the next step increase, except as provided by law. Employees whose eligibility date falls between the first and the fifteenth of the month shall be eligible on the first day of the month. Employees whose eligibility date falls after the fifteenth of the month shall be eligible on the first day of the following month.

11.4.1 Step increases may be withheld or delayed based on disciplinary actions taken in the preceding six (6) months or unsatisfactory job performance. Such cause must be stipulated in writing and be presented to the employee and the Guild at least thirty (30) days prior to the eligibility date. The Guild and the employee must be informed as to why the step increase is being withheld, what action he/she must take to obtain the increase and the date on which the employee will next be eligible for consideration for a step increase. The employee's next eligibility date shall not be changed even though the increase may be withheld. Such step increase shall not be withheld or delayed for more than six (6) months.

11.5 Promotional Increases. An employee who is promoted shall be placed on the lowest step in the new range which results in an increase equivalent to a one step increase; approximately five percent (5%).

11.6 Other Pay Actions.

11.6.1 Transfers. An employee who transfers to a new position within the same classification or to a lateral classification shall retain the same salary and step increase eligibility date.

11.6.2 Demotions. An employee who voluntarily demotes shall be placed at the step in the lower classification which most nearly approximates but does not exceed the rate which the employee received in the classification from which he or she is demoting. Such employee shall retain the step increase eligibility date he or she had in the higher classification. An employee who is involuntarily demoted shall be placed at the highest step within the range assigned to the lower classification which results in a decrease and such action shall result in a new eligibility date.

11.6.3 Reclassification.

11.6.3.1 Upward Reclassification. For the purposes of this section, upward reclassification describes those circumstances where an employee is found to be performing the duties of a higher classification and is distinct from realignments as addressed below. When an employee remains in a position which is reclassified upward, the employee's salary will be adjusted according to the promotional formula above. In addition, such employee shall not be required to serve a new probationary period.

11.6.3.2 Downward Reclassification. When an employee's classification is adjusted downward the employee will be placed at the highest step in the new range which does not exceed the former salary. If the former salary exceeds the top step in the new range, his/her wage rate shall be red-circled (frozen) until such time as negotiated adjustments advance the top step of the range assigned to the lower classification to the point where it equals or exceeds the employee's red-circled rate. The employee shall then be placed at the top step of the range.

11.6.4 Realignment. Realignment is the upward adjustment of the salary range of an entire classification based on internal or external compensation relationships and is not based on a change in duties and responsibilities of the classification. In the event of an upward realignment and except as noted below, employees will be placed at the step in the new range which equals or exceeds their former salary and will retain their current salary anniversary date. For example, in an upward realignment of five percent (5%), an employee at step 4 of the former range will be placed at step 3 of the new range. Employees who have been at the top step of the range for more than one year will be placed at the first step in the new range which provides for the equivalent of

a one step increase and shall be eligible for additional step increases (if available) after twelve (12) months at the new step.

11.6.5 Layoff. Employees who demote or bump downward in lieu of layoff shall be placed at the highest step in the new range that is equal to or below their former salary. If the former salary exceeds the maximum of the new range, the employee shall be placed at the top step of the new range.

11.6.6 Recall and Reinstatement. When an employee is recalled from a layoff list, or reinstated within twenty- four (24) months to his/her former classification, he/she shall be placed in the same step that he/she occupied at the time of separation. The eligibility date for the next increase shall reflect time served toward the next step increase prior to separation, e.g., an employee who terminated or was laid off and had three (3) months to go before the next increase shall have an eligibility date that is three (3) months after recall or reinstatement.

11.7 Salary Anniversary Dates. Each employee's anniversary date for step increase purposed shall be twelve (12) months from the date on which the employee's current step was attained. Anniversary dates shall be adjusted by the full amount of any unpaid leave of absence of fifteen (15) calendar days or longer except as otherwise required by law or this Agreement.

11.7.1 Time served toward a step increase shall be credited by retaining the current salary anniversary date in the following situations:

- 11.7.1.a** Reclassification
- 11.7.1.b** Realignment
- 11.7.1.c** Transfers

11.7.2 The following situations shall result in a new salary anniversary date:

- 11.7.2.a** Promotions
- 11.7.2.b** Demotions
- 11.7.2.c** Re-employment subject to the terms of Article 17

11.8 Shift Differential. Employees who work fifty percent (50%) or more of their regularly-scheduled shift after 3:30 PM or before 8:00 AM will receive a shift differential of ninety cents (90¢) per hour. Such differential shall be paid on all hours worked on the shift plus observed holidays. It shall be included in payments for paid leave per Section 11.2.3. Short-term assignments of less than two (2) weeks to other shifts will not impact an employee's eligibility for or receipt of shift differential.

11.9 Work Out of Classification. In the absence of the regular, on-duty supervisor, out of classification supervisory work shall be designated, as far in advance as possible, by the regular supervisor and/or management. The on-duty designation may be up or down the chain of command; however, downward designations shall result in work out of classification (WOOC) pay. An employee receiving WOOC pay shall receive an additional five percent (5%) above the employee's regular rate of pay when assigned to perform substantially all the duties of a position in a higher classification for one full duty shift or more. Management must approve such assignments in advance. WOOC assignments may be made only to vacant positions (or one, which is temporarily vacant by virtue of the absence of the incumbent due to leave or training) or for special limited term assignments. Employees on shifts not scheduled to have on-duty supervision shall not be eligible for WOOC unless the following conditions are met. If an issue arises requiring supervisory level action, the decision and WOOC shall be assigned to the most senior staff member willing to accept responsibility. That employee shall then become designated as the supervisor for the remainder of the shift and shall be paid WOOC for all hours during which the

employee performed supervisory functions. Sheriff's Support Supervisors shall not receive WOOC pay except in extenuating circumstances.

11.9.1 WOOC assignments to management or non-represented positions shall be governed in all respects by County policies.

11.10 Meal Allowances. Employees shall be eligible for a meal allowance of \$7 after each four (4) consecutive hours of overtime worked contiguously with the regular shift or after eight (8) hours of overtime on a day off.

11.11 Mileage Reimbursement. Employees shall be entitled to mileage reimbursement for business miles authorized and driven in a personal vehicle at the current mileage rate as established by County policy.

11.12 Field Training Officers

11.12.1 Staff designated to be FTO's shall received a five percent (5%) premium pay for all work days during which the an FTO has at least one (1) trainee assigned to them. However, no premium shall be received for days when the FTO does not have a trainee, including days when the trainee is not at work for more than one-half (1/2) of a workday.

11.12.2 Staff shall not be eligible to apply for FTO vacancies until they have completed the probation period within the Sheriff's Office classification for which they will be training.

11.12.3 Qualified FTO's shall be defined as staff who have been selected, have successfully completed all of the training, are in good standing and are determined to be qualified by management to take on a trainee. There may be times when formerly qualified FTO's are considered by management not to be qualified; this can be for any number of reasons, including but not limited to things such as burn-out, conflicts with a particular trainee, or other reasons management may deem appropriate. FTO assignments shall be made at the discretion of management.

11.12.4 There shall be a qualified FTO for each shift and each unit. However, for smaller units, which have a Sheriff's Support Supervisor, the supervisor may elect to conduct the FTO training themselves and/or select a staff member to be an FTO. However, in situations when the Supervisor elects to conduct the training, he/she shall not receive FTO premium pay.

11.12.5 Should there be no applicants for the FTO program on a given shift and/or should the only applicant be unacceptable to management, management reserves the right to appoint staff members to be FTO's.

11.13 Incentive Plan. The incentive plan established by the 1992-1994 Agreement shall be discontinued with the following exceptions and understandings:

11.13.1 Participants on the plan as of 12/31/95 shall have their incentive compensation frozen. Effective January 1, 1997, all incentive compensation payments will be flat-rated at the dollar amount being received as of that date.

ARTICLE 12 - PAID DAYS OFF (PDO)

12.1 Each employee covered by this Agreement shall be granted paid days off (PDO) to be used during the year for PDO, illness, holidays or personal business time off. PDO accruals reflect the inclusion of 96 hours of holiday pay, based on twelve (12) holidays as well as thirty-two (32) of sick pay, based on four (4) days of sick leave. Other leaves, such as maternity, bereavement, military will be covered in the Article 14 of this Agreement.

12.2 Employees hired on or after January 1, 1985, shall accrue PDO days according to the following schedule:

Years of Service	Hours per Month	Hours per Year	Days per Year	Vacation Portion	Maximum Accrual
Start	17.33	208	26	10	260
1	19.33	232	29	13	290
5	21.33	256	32	16	320
10	23.33	280	35	19	350
15	25.33	304	38	22	380
20	27.33	328	41	25	410
25	29.33	352	44	28	440
30	31.33	376	47	31	470

12.2.1 Part-time Employees. Accruals shall be prorated for part time employees. Accrual shall continue during active employment only, except as provided for under federal or state law.

12.2.2 Pre-85 Accruals. Employees hired prior to January 1985 shall continue to earn PDO leave according to their current schedule as provided by **Exhibit D**.

12.3 Maximum Accumulation. Employee's maximum accumulation of PDO, shall be 1.25 times the annual accrual rate. Exceptions to the maximum accrual shall be allowed by the Sheriff or his/her designee when the following conditions apply: where the Sheriff's reasonable operating needs do not allow an employee to use the PDO prior to reaching the maximum accumulation, the employee has made the request in writing prior to reaching the ceiling, the employee has made a plan to reduce his/her accumulated PDO below the ceiling within sixty (60) days, and the employee has complied with the minimum usage requirements under Section 12.5.1.

12.4 Probationary Employee PDO Use. Employees may not normally use accrued PDO during their first six (6) months of service; nor will they be paid for such accrual in the event their employment is terminated for any reason during that period. Probationary employees must schedule and take at least four (4) shifts of PDO's each calendar year. Upon termination, an employee shall be paid for all earned or accrued PDO at the Employee's regular rate of pay including premiums and incentive compensation but excluding non-pay items such as clothing allowance.

12.5 Scheduling of PDO Days.

12.5.1 The annual scheduling of PDO by seniority, as defined by Article 17 of this Agreement, shall be in accordance with established department rules and regulations and shall require the scheduling of at least ten (10) shifts (four (4) shifts for probationary employees) of PDO time on a seniority basis during the annual shift bid. PDO annual scheduling shall be by seniority within

units, within shift schedules. The maximum number of PDO leaves allowed at any time shall be consistent with the Sheriff's Office reasonable operating needs. Requests outside of the annual bid process will be considered on a first come first served basis. Shift changes shall not change or affect previously approved PDO's when the change is initiated by the Sheriff's Office.

12.5.2 All other requests for PDO shall be considered within the shift/unit on a first request-first granted basis subject to the Sheriff's Office reasonable operating needs. In the case of simultaneous employee requests, seniority, as defined by Article 17 of this Agreement, shall prevail. Such requests must be approved by the appropriate supervisor as established by Sheriff's Office rules. Normally, at least five (5) working days advance notice of the absence will be required unless shorter notice is mutually agreed upon.

12.5.3 Employees must notify the Sheriff's Office as soon as possible in the case of unforeseen illness or emergency and request appropriate leave.

12.5.4 PDO leave requests shall be granted so long as an employee's PDO request does not cause the work shift to fall below established minimums. The Sheriff's Office shall have the right to determine established minimums for each work shift. PDO leave requests shall be approved within four (4) calendar days of the submission of the employee's written request for the use of PDO.

For purposes of establishing employees who can submit for PDO a work shift shall constitute all employees working in Records assignments on a specific work shift (i.e. day, swing, graveyard). The same standard and procedure shall apply to Food Service, Jail Industries, Sex Offender, ID, Reception, Training, Civil, Property and Evidence, Jail Administration, Sheriff's Office Administration, Jail Work Center, Task Forces, Outreach, Cadet, and Precincts.

12.6 Termination Payoff. Upon termination of employment, an employee with more than six (6) months of service with the County shall be paid for all accrued PDO at the employee's regular rate of pay including premiums but excluding non-pay items such as clothing allowance.

12.7 Accrual Basis. Employees shall accrue PDO based on paid hours. No accrual shall occur during unpaid leave and PDO accrual will be pro-rated based on the number of hours in paid status.

12.8 PDO Leave Donation Plan. Employees may donate PDO to the sick leave account of another employee as provided for by current County policy. PDO amounts shall be calculated based on the donor's hourly rate and credited to the receiving employee based on his/her hourly rate. The County shall, in its sole discretion, determine the eligibility of the requesting employee to receive donations and the means for apportionment of donated leave. Such determination shall be based on the severity of the illness or injury, length of service and the employee's performance and attendance record. Donated time will not be taken from donor's individual PDO bank until it is to be used by the receiving employee.

12.9 PDO Sell-Back. Employees may elect pay in lieu of PDO up to a maximum of sixty (60) hours per year. PDO sell-back shall be subject to the following requirements and procedures;

12.9.1 The opportunity to sell back PDO shall be offered twice per year in the months of June and December. Requests must be submitted by May 15 and November 15 on forms designated by the payroll office.

12.9.2 To be eligible to sell back PDO an employee must have used a total of eighty (80) hours PDO in the prior calendar year. The total of PDO sold back may not exceed the maximum hours

limitation but may be apportioned according to the employee's choice between the June and December sales periods.

12.9.3 The PDO sell-back option is subject to availability of adequate funds. PDO sell backs may be restricted or suspended by the County. In the event PDO sell back requests exceed available funds, the central Human Resources Department shall develop procedures to equitably apportion PDO sell backs among employees with pending requests.

12.10 Holidays.

12.10.1 Twelve (12) holidays, consisting of ninety-six (96) hours, are included in the PDO schedule. This includes the ten (10) holidays listed below plus two (2) additional holidays.

12.10.2 Observed Holidays.

New Year's Day -- January 1
Martin Luther King's Birthday - Third Monday in January
Presidents' Day -- Third Monday in February
Memorial Day -- Last Monday in May
Independence Day -- July 4
Labor Day -- First Monday in September
Veterans' Day - November 11
Thanksgiving Day -- Fourth Thursday in November
The day immediately following Thanksgiving Day
Christmas Day -- December 25

12.10.3 Any of the above holidays which fall on a Saturday shall be observed on the previous Friday. Any of the above holidays which fall on a Sunday shall be observed on the following Monday.

12.10.4 Holiday Work Premium. Regular full-time and regular part-time employees who are required to work on the date of a holiday (12:00 am to 11:59 pm) shall be compensated in pay or compensatory time off at the rate of time and one half (1.5) for all hours worked. Individual employees who work on both the legal holiday date and the day of its observance for New Years, Independence Day, Veterans' Day, and Christmas will receive the holiday work premium of two and one-quarter (2.25) for all hours worked on the actual holiday date, and shall receive straight time on the day of its observance. As with overtime, the choice of compensatory time off requires approval of the employee and the division manager.

12.10.5 The special four (4)-hour Christmas Eve/New Year's Eve holiday may be granted or not granted at the sole discretion of the Board of County Commissioners and the rules and procedures governing its use are not subject to any duty to bargain or the grievance procedure of this Agreement.

ARTICLE 13 - SICK LEAVE

13.1 Purpose. Sick leave is provided to continue pay during illness or injury incapacitating the employee to perform his/her work, contagious disease whereby his/her attendance at work would create a direct threat to the health of fellow employees or the public, or as otherwise provided by law or this Article. The County and the Guild agree that sick leave use is subject to certain conditions and restrictions as defined herein.

13.1.1 Use of sick leave is contingent upon following required reporting procedures and compliance with the purposes of sick leave. Employees who fail to call in according to procedures or fail to provide medical verification, if properly requested, may be charged unpaid time for the absence.

13.1.2 Any use of sick leave which requires a leave of one (1) full working days or less shall be charged to the PDO account. All leave beyond the first full day shall be charged to the Employee's sick leave account. The County will allow exceptions to the one (1) day eligibility rule for charges to sick leave, on a case by case basis determined by the Sheriff, in those instances where an Employee is afflicted with a life-threatening disease (example: cancer, leukemia, polio, kidney failure) that requires repeated treatments on a regular basis of less than one full day's leave.

13.1.3 Earned PDO leave or accrued compensatory time may be used when accrued sick leave is not available for an absence necessitated by illness or injury.

13.1.4 Sick leave payments shall be exempt from social security taxes to the extent allowed by law.

13.2 Sick Leave Accruals. Full-time employees covered by this Agreement shall accrue sick leave at the rate of five and one-third (5.33) hours per month or sixty-four (64) hours per year. Sick leave may be accumulated up to a maximum of 1200 hours.

13.2.1 Employees shall accrue sick leave based on paid hours.

13.2.2 No accrual shall occur during unpaid leave and sick leave accrual will be pro-rated based on the number of hours in paid status up to a maximum of the employee's full or part time schedule. Regular part-time employees shall accrue sick leave on a pro-rata basis.

13.3 Workers' Compensation Integration. An employee may charge his/her sick leave account for the difference between any compensation received from the Workers' Compensation Insurance and the employees' normal net pay for injuries or illnesses covered by Workers' Compensation, so long as a PDO is used for the first day of any absence. The calculation shall be based on the difference between the employee's normal post-tax take home pay and the pay from Workers' Compensation.

13.4 Family Illness Usage. Employees may use sick leave in the event of an illness in the employee's immediate family requiring the attendance of the employee, so long as a PDO is used for the first day of any absence. For the purposes of this section, immediate family is defined as spouse, dependent children incapable of self care and parents or the step/in-law equivalents. Sick and/or unpaid leave may be allowed to care for such other relatives and in such circumstances as required by state and federal leave laws and administrative regulations.

13.5 Medical and Dental Appointments. PDO leave will be allowed for doctor and dentist appointments for the employee or members of the employee's immediate family requiring the attendance

of the employee. Employees shall make a reasonable effort to schedule these appointments to occur during off-duty hours.

13.6 Promotional Consideration. The ratio of sick leave used to sick leave accrued may be taken into consideration on determining promotions.

13.7 Reporting and Approval Procedure. Employees unable to report for duty shall notify the Sheriff's Office's designated representative in accordance with procedures and timelines established at the department level. Employees who know in advance that they will be utilizing PDO/sick leave for a particular purpose (e.g., surgery, hospitalization, dental or medical appointments, etc.) shall give notice of the dates of such leave as far in advance of the leave as is practical.

13.8 Medical Verification. The County may require a physician's certification of the nature and duration of an employee's disability from work, of an employee's ability to return to work, and/or of an employee's ability to continue the full performance of his/her duties.

13.9 Attendance. The County and the Guild agree that acceptable attendance is an important element of overall job performance and that overall quantity of absence as well as number of occurrences should be considered. Employees are responsible for addressing the circumstances which give rise to absences and the County is responsible for taking progressive, corrective action when attendance falls below expectations.

13.9.1 The County and the Guild recognize the importance of regular and reliable attendance and punctuality. It is further recognized that chronic absenteeism, even without evidence of abuse or misuse of sick leave, is a legitimate concern.

13.9.2 Toward that end, employees who are absent in excess of a total of sixty-four (64) hours (8-hour employee) or eighty (80) hours (10-hour employee), AND who had more than eight (8) unscheduled incidents of absence over a twelve (12)-month period are recognized as needing improvement. Employees below either measurement are considered to have an acceptable record. Measurements for shorter or longer time periods will be adjusted proportionately, for example two (2) days/two (2) incidents for a three (3)-month period.

13.9.3 PDO/Sick leave absences which are scheduled in advance such as medical and dental appointments will not be counted as incidents of absence but will be counted toward the total hours of absence. Absences taken under the Family and Medical Leave Act (FMLA) will not be counted toward either the total hours or number of incidents measurement.

13.9.4 When PDO/sick leave use exceeds the thresholds above, the department will initiate a corrective action plan. Continuing absenteeism at that rate may serve as the basis for counseling or progressive disciplinary action.

13.10 Sick Leave Payoff. The Sheriff's Office Support Guild agrees to eliminate the sick leave bonus day in lieu of the following:

13.10.1 Employees in good standing, who retire, voluntarily separate from service, and/or are laid-off from the County through the PERS system with more than ten (10) years of service will be paid for a maximum of 450 hours of accrued but unused sick leave at their base rate of pay. Payoffs shall be based on the matrix shown below:

Portion /tier of Accumulated hours	Percent payable
---------------------------------------	-----------------

900 to 1,200	75% of hours over 899
600 to 899	50% of hours over 599
300 to 599	25% of hours over 299

For example, an employee earning \$14.00 per hour with a balance of 1200 hours would be paid for 75% of the top bank of 300 hours ($1200-900 \times 75\% = 225$ hours), 50% of the next bank of 300 hours ($900-600 \times 50\% = 150$ hours) and twenty five (25%) of the next bank ($600-300 \times 25\% = 75$ hours) for a total of 450 hours or \$6,300. Employees with balances below 300 hours are not eligible for payoff.

ARTICLE 14 - OTHER LEAVES

14.1 Bereavement and Funeral Leave. A full-time employee shall be granted up to three (3) consecutive work days of paid bereavement leave at the time of a death in the employee's immediate family. Such employee shall be granted up to an additional two (2) days of paid bereavement leave when substantial travel is necessary. Bereavement leave may be used for qualifying family members in the case of imminent death, but the total bereavement leave period shall not exceed the three (3) or five (5) work days' limitation. For the purposes of this section, eligible family members are: the spouse, children, parents, brother, sister (or the step and in-law equivalents), grandparents, grandchildren, aunts, uncles, or other relatives living in the employee's household.

14.1.1 Bereavement leave in excess of three (3) working days or for other relatives may be granted with the approval of the supervisor and charged to an employee's PDO or compensatory time account.

14.1.2 Time off with pay will be allowed for attending the funeral of a County employee. Sufficient PDO time will be allowed to attend funeral of friends or other relatives.

14.2 Military Leave. The County shall abide by the provisions of the laws of the State of Washington, RCW 38.40.060 and applicable Federal laws.

14.3 Civic Duty and Examination Leave.

14.3.1 Leave with pay shall be granted as necessary to allow employees to serve as a member of a jury. Any compensation received by the employee for such duties, excluding mileage allowance and meal allowance, shall be waived, remitted to the County, or, in the alternative, the County shall pay the difference between the employee's regular salary and the fees received. When an employee is excused or dismissed from jury duty, he/she shall promptly notify the County. Employees may be required to report to work for any portion of their regularly scheduled shift during which they are not actually serving on a jury or waiting to be assigned to a panel of jurors.

14.3.2 Service as a witness in matters arising from the course and scope of employment shall be considered on-duty time. Service as a witness or party to non job related matters shall be charged against the employee's PDO, or compensatory time balance or may be taken as unpaid leave at the option of the employee.

14.3.3 Upon prior notice to his/her supervisor, an employee shall be allowed paid work time to take examinations required for other positions within the County. Testing undertaken on a day off shall not be considered working hours for overtime calculation purposes.

14.3.4 Employees unable to vote while off-duty may use paid PDO or compensatory time to vote.

14.4 Family and Parental Leave. All employees shall be granted parental leave in accordance with RCW 49.12 and/or the federal Family and Medical Leave Act. Accrued sick leave may be utilized by an employee for the disability portion of maternity leave and shall not be counted toward the twelve (12) week FMLA maximum. With agreement of the department, employees may work a reduced work schedule for up to two (2) months preceding or following the period of parental leave. The total allowable parental leave would therefore be twelve (12) weeks, plus any period of sick leave used plus up to two (2) months of a reduced work schedule.

14.5 Workers' Compensation. All employees are covered by the Washington State Workers' Compensation Act for injuries or illnesses received while at work for the County.

14.6 Other Leaves of Absence. Employees may request leaves of absence of up to twelve (12) months for educational reasons, medical/disability leave or compelling personal circumstances. A minimum of two (2) years service is required prior to requesting educational or personal leaves.

14.6.1 All requests for leaves of absence or extensions shall be submitted in writing to the department head or his/her designee and approved in advance of the effective date. Employees reporting to work at the end of an authorized leave of absence shall be employed in the same class held at the start of such leave of absence.

14.6.2 Except for FMLA qualified leaves, unpaid leaves of fifteen (15) calendar days or more, salary anniversary and seniority shall be adjusted by the full amount of the unpaid leave. Absence without leave and failure to return from leave shall be treated as job abandonment or may be the basis for termination.

14.6.3 Paid leave taken prior to going on unpaid leave shall not be counted toward the twelve (12) month maximum. Unless otherwise authorized by the department head or applicable elected official and Human Resources, the employee must exhaust accumulated PDO and compensatory time before going on unpaid status.

14.6.4 Absence not on duly authorized leave shall be treated as absence without pay and in addition may be grounds for disciplinary action. Upon his/her return, the employee shall give a written statement to the Sheriff, explaining the reasons for the absence.

ARTICLE 15 - INSURANCE

15.1 Medical/Dental Plan Description and Coverage.

15.1.1 Effective January 1, 2006, the County agrees to provide health insurance coverage for eligible employees and their dependents consistent with the plans and benefits set forth in the Health Care Addendum attached as **Addendum A**.

15.1.2 Effective January 1, 2007, the Guild maintains participation in County Plans, as amended, as of January 1, 2007. For 2007, the composite budget may be increased by up to 10%; employee only coverage shall be paid at 100%; any cost over a 10% increase on the composite budget shall apply to dependent coverage, be paid by the employee, and shall not exceed \$100.00 per month per employee. Dependent costs will apply equally for all health plans. In the event agreement has not been reached prior to open enrollment in 2007 for the successor Agreement for 2008, then increases will be handled in like fashion as “status quo.” The Guild shall participate in open enrollment regardless of the status of impact bargaining or full negotiations.

15.1.3 Changes for 2007. For plan year 2007, the Guild may bargain concerning the impacts of any changes in plan design in 2007 in comparison with 2006 related to deductibles, hospital co-insurance, and doctor visit co-pays and drug co-pays, except as described below. If a substantial change in plan design other than those described below occurs, then the Guild may demand to bargain concerning only the impact of those substantial changes. If a change is made to any one of the following which is greater than the amount stated below, then the Guild may bargain the impacts of the change.

- a) Office visit co-pays may increase by \$5.00.
- b) Prescription drug co-pays may increase up to \$5.00 for each tier.
- c) Deductibles may be increased by \$100.00 per individual, \$200.00 per family.
- d) Co-insurance may be increased by not more than 5%.

15.2 Insurance Cost Calculations

15.2.1 In plan year 2006, the County will have established a Base-Year Benefits Cost Calculation for the cost of the 2006 Health Care Plans that were provided to the Guild for each tier (E, E+1, Fam.). The methodology used to establish the Base-Year Benefits Cost Calculation will be as **attached and set forth in Health Care Addendum schedule labeled Premium Share Calculation Methodology** (Step 2). By July 1, 2006, the County shall provide documentation related to the established Base-Year Benefits Cost Calculation to the Guild President. By July 15, 2006, the Guild will have notified the County, in writing, if the Guild has objections or issues with the Cost Calculation.

15.2.2 For plan year 2007, the plan year 2006 Base-Year Benefits Cost Calculation shall be increased by ten percent (10%) in a manner consistent with the Premium Share Calculation Methodology to establish the 2007 threshold at which there may be a Guild-member health care cost contribution, if applicable.

15.2.3 The County and the Guild may enter into discussions regarding changes in plan design and/or health care benefits in order to bring health insurance increases at or below the ten percent (10%) threshold. All decisions must be completed by August 31, 2006. If an agreement of plan changes to avoid employee contributions cannot be reached then the following will apply:

- A. Employee-only Health Care premiums will be paid by the County at 100%.
- B. Except for 15.1.5(A) above, any cost over the ten percent (10%) threshold as, discussed above and set forth in the Health Care Addendum, shall only apply to the cost of Employee + 1 and Family tiers, shall be paid by the employee through a pre-tax automatic payroll deduction, and shall not exceed \$100.00 per employee per month.

15.3 Eligibility. The County agrees to cover eligible employees and their dependents under one medical/dental plan. An employee may not be insured simultaneously as both an employee and as a dependent and dependents may be insured by only one employee.

15.3.1 Newly hired employees will begin medical coverage on the first day of the following month after their date of hire. Dental coverage will begin the first of the month following ninety (90) days of employment. Coverage will terminate at the end of the last day of the month in which employment ends.

15.3.1.1 All enrollment forms (medical/dental/vision) must be received by the County within thirty-one (31) calendar days from date of hire, otherwise the late enrollee provisions of health care provider contract(s) apply.

15.3.2 Regular part-time employees whose regular schedule calls for thirty (30) hours per week or more shall be eligible for the full County contribution. The County contribution shall be prorated for employees who work between twenty (20) and thirty (30) hours per week based on the proportion of the employee's regular schedule to full time employment.

15.3.3 Eligible dependents include legal spouse and dependent children up to age 19 or until age 23 if a full-time student at an accredited school.

15.3.3.1 An employee and his/her covered dependent(s) must participate in both a medical plan and a dental plan and must be on the same medical/vision plan and the same dental plan.

15.3.4 Effective the first of the month following ratification of this Agreement, the County will make available health insurance coverage for the eligible employee's domestic partner and the domestic partner's eligible dependents per County policy in effect January 1, 2006, including the requirement for an Affidavit of Domestic Partnership.

15.3.5 Reinstatement of coverage for the employee due to a return from an unpaid leave shall be effective the first of the month following the date of the return from leave; except for return from USERRA leaves and other state and federal protected leaves, whereby coverage shall be reinstated as of the date of return to work.

15.3.6 Qualified Family Status Changes. Enrollment changes as a result of a qualified family status change pursuant to IRC Section 125 and County policy shall be effective the first of the month following the date of the qualifying event; except in the case of newborns and adoptions, coverage is effective on the date of the birth or placement in the home. Enrollment changes must be received by the County with the applicable documentation within thirty-one (31) calendar days (sixty (60) calendar days for newborns) otherwise, coverage cannot be obtained until the next open enrollment with coverage effective January 1 of the following year.

15.4 Carrier and Coverage Changes. The County retains the exclusive right to select the plans and carriers (or to develop and implement a self-insurance plan) for medical, dental, life or other insurance plans provided that the successor plan(s) shall provide substantially equal or better coverage than the existing plans.

15.5 Open Enrollment. The County agrees to provide annual open enrollment periods annually and/or beginning not less than thirty (30) days prior to any change in medical coverage. Such open enrollment periods shall be not less than two (2) weeks in duration.

15.5.1 Effective January 1, the dental and benefits plan choice an employee makes will be effective for a one (1)-year or two (2)-year enrollment period, as determined by the County.

15.6 Life Insurance. The County shall provide each employee a group term life insurance policy including accidental death and dismemberment coverage in the amount of \$20,000. Employee and/or dependent coverage shall be made available for employee purchase.

15.6.1 The County shall continue to make available through payroll deduction voluntary supplemental and dependent life insurance to employees, subject to individual evidence of insurability at such premium rates as are established by the carriers. The County will make every effort to negotiate the most effective rates.

15.7 Long Term Disability Insurance. The County shall provide each employee a 60%, 90-day waiting period long term disability insurance policy with normal provisions.

15.8 Continuation of Benefits.

15.8.1 Pursuant to federal law, Clark County employees and/or dependents who lose group health care coverage are eligible to continue participation in the group health plan for the time periods as defined in the law. The affected employee and/or dependent is responsible for the cost of the coverage plus an administrative fee.

15.8.2 County provided health benefits will continue during an unpaid family and medical leave or accident or illness covered by Workers' Compensation at the same level and under the same conditions as if the employee had continued to work. If the employee chooses not to return to work following an approved family and medical leave for reasons other than a continued serious health condition, the employee will be required to reimburse the County the amount if paid for the employee's health insurance premiums.

15.8.3 Eligibility for insurance coverage for medical and dental insurance during other unpaid leaves will be in accordance with the federal COBRA program. Employees are not eligible for other insurance coverage during unpaid leaves of absence.

15.9 Eye Examinations. A full-time employee identified by the Human Resources Department as the incumbent of a position requiring video display terminal operation of not less than five (5) hours per work day shall be entitled to an eye examination once every twelve (12) months. When the examination is not covered under the employee's medical plan, subject to the normal provisions of the plan, the employee may submit a written request for reimbursement to the Sheriff's Office Human Resource Manager. Vision reimbursement for examinations and/or glasses not covered by medical insurance shall not exceed \$70.00 per employee per year.

Grievance Settlement - Health Insurance for 2005. For calendar year 2005, effective upon tentative agreement for all Guild members employed upon the tentative agreement date and within forty-five (45) days after ratification by both parties, the County will pay to each Guild member who had non-Kaiser medical insurance for the calendar year 2005, a lump sum amount of \$250.00, gross of taxes. It is the Guild's position that this \$250.00 is compensation for co-pay, co-insurance, health insurance and other health care costs associated with non-negotiated and/or County implemented unilateral changes to Health Insurance plans and benefits provided to Guild members per the former Collective Bargaining Agreement and in accordance with the status quo obligations of the PECBA. The County does not agree that it violated the contract or that it violated the PECBA or that it unilaterally changed the status quo.

However, both parties desire to resolve the grievance and the pending current CBA negotiations and mediation and have agreed to the above as a non-precedent setting non-admission of liability settlement agreement.

In addition, upon ratification by the parties, the Guild agrees to withdraw the "Health Insurance Co-Pay" grievance and not file a ULP about this matter. The parties agree to split any arbitrator-imposed cancellation fee as a result of this settlement agreement.

ARTICLE 16 - OTHER BENEFITS

16.1 Retirement Plan. The County participates in the Washington State Public Employees' Retirement System. The County and employees are required to contribute a percentage of compensable earnings as set by the State Legislature.

16.2 Deferred Compensation Plans. The County agrees to provide opportunities for employees to participate in Internal Revenue Code Section 457 Deferred Compensation Plans. Contributions must be at least \$25.00 per month and no more than 25% of the employee's adjusted gross income or a maximum per year per Federal law.

16.3 Flexible Spending Accounts. The County agrees to make available Dependent Care and Health Care Flexible Spending Accounts as long as allowed under the Internal Revenue Code Section 125.

16.4 Employee Assistance Program. The County agrees to make available an employee assistance program providing confidential counseling services to employees and their eligible dependents.

16.5 Parking. The County may implement parking changes as it determines necessary or appropriate to comply with the provisions of the Commute Trip Reduction Act, including the use of financial incentives for car pooling and use of public or alternative transportation. The Guild waives its right to bargain such changes. The Guild agrees that the County will begin charging employees working in the downtown campus area a fee of \$20.00 per month for general access parking permits beginning 2002. The Guild further agrees that the County may increase the general access fees, up to a maximum of \$25.00 per month during the life of the Agreement, without additional bargaining. The County agrees to provide a minimum of thirty (30) days notice prior to increasing the cost of general access permits. The Guild and County agree that permits other than general access will have higher fees attached thereto. The designation of a reasonable number of reserved spaces for vanpool/carpool use shall not be considered a restriction on employee parking. The Sheriff reserves the right to determine the number of reserved spaces in lots adjacent to the Sheriff's Office. The County may, at its discretion, add or increase financial incentives for voluntary use of various alternatives to single occupancy commute vehicles -- car pooling, public transportation, bike/walk, etc. The County agrees that it shall meet and discuss with the Guild the parameters of the implementation of the parking plan.

16.5.1 A grievance settlement related to parking is memorialized in e-mails dated November 15 and 16, 2005.

16.6 License and Certifications. The County shall continue current practices for reimbursement of fees associated with licenses and certifications, which are successfully obtained or maintained by the employee. Additional/new license or certification reimbursements are specified in the appendices to this Agreement.

ARTICLE 17 - SENIORITY

17.1 Except as otherwise defined in this Agreement, Seniority shall be defined as follows:

17.1.1 Seniority is determined by the length of an employee's continuous active employment within a job classification within the Sheriff's Office for the purpose of step increases, scheduling of PDO and compensatory time off, layoff purposes and for bidding.

17.1.2 Service is determined by the length of an employee's continuous active employment with the County for the purposes of accrual of PDO.

17.1.3 Seniority for the purposes in 17.1.1 shall be maintained but not accrue during employment with the County in positions outside of the bargaining unit provided the employee returns to the bargaining unit position within two (2) years. The two (2)-year limitation shall not apply in the case of promotion to appointed positions within the Sheriff's Office.

17.2 The Sheriff's Office will provide to the Guild a copy of the seniority list each year and post the list on designated bulletin boards.

17.3 Except as provided under the definition of re-employment an employee shall lose all seniority in the event of termination. Employees shall maintain, but not accrue, seniority during unpaid leaves of absence of fifteen (15) days or more. Employees shall continue to accrue seniority during the following.

17.3.1 Paid military leave (15-day annual training leave).

17.3.2 Industrial injury leave

17.3.3 Family and medical leave.

17.3.4 Leave without pay of less than fifteen (15) days.

17.3.5 Employees who promote or demote to positions within the bargaining unit shall continue to accrue job classification seniority in their former classification, for example a Sheriff's Support Specialist II who promotes to Sheriff's Support Supervisor and subsequently returns to the classification of Sheriff's Support Specialist II (roll down seniority).

17.4 The Sheriff may approve accrual of seniority during educational leave without pay of up to one (1) month when training is directly related to the employee's present assignment with the department.

17.5 The following table illustrates when seniority continues to accrue (A), is maintained but does not accrue (M), or is lost (L), creating a start over situation:

Period of Absence from a Classification			
Service Type	0-14 Days	15 Days - 2 Year	More than 2 Years
Service within Bargaining Unit	A	A	A
Service within Department but outside of Bargaining Unit	A	M	L*
Service within County but outside of Department	A	M	L

* Except with respect to the provisions in 17.1.3.

ARTICLE 18 - UNIFORMS

18.1 All bargaining unit employees shall wear uniforms.

18.2 For all employees required to wear formal uniforms, the following will constitute the number of articles furnished in each category:⁷

18.2.1 White shirts, long or short-sleeved or a combination of the two, a maximum of six (6).

18.2.2 Black pants or skirts, or a combination of the two, a maximum of three (3).

18.2.3 Shoes, reimbursement of not more than \$75.00 per annum.

18.2.4 Employees previously issued blazers, may continue to wear them; however, they will not be replaced once they have worn-out.

18.2.5 Black sweaters or vests or a combination of the two (if applicable), a maximum of four (4).

The County will provide for cleaning for items that require dry cleaning, a maximum of three (3) of the above-listed items each week.

18.3 For all employees required to wear soft uniforms, the following will constitute the number of articles furnished in each category (classification designated for soft uniform issuance include but are not limited to Property/Evidence and Jail Industry positions): ⁸

18.3.1 Shirts, long- or short-sleeved polo, a maximum of five (5).

18.3.2 Pants, black BDUs, a maximum of three (3).

18.3.3 Shoes, reimbursement of not more than \$75.00 per annum.

18.3.4 Hat, baseball style, a maximum of one (1).

⁷ Employees may be allowed to wear business attire in lieu of a standard uniform, with the prior authorization of management, when appropriate, but not on a daily basis.

⁸ Other positions may be issued soft uniforms in lieu of one or more standard formal uniform issue, at management's discretion.

18.4 For food service personnel, a maximum of five (5) full sets of uniforms will be furnished.

18.5 All-purpose coats shall be provided to all Food Service and Jail Industry personnel.

18.6 Cadets shall have sewn patches added to their uniform shoulder identifying them as "Cadets." Additionally, they shall be provided sewn badges identifying them as "Cadets."

18.6.1 Cadets previously issued hard badges, may continue to wear them. No new hard badges will be issued to Cadets.

18.7 The County shall provide written notice to the Sheriff's Support Guild of their opportunity to meet and confer at least thirty (30) days in advance of publishing the request for proposal (RFP) for a new uniform contract vendor.

18.8 The County shall permit employees to purchase Sheriff's Office polo shirts, at the employee's own expense. Employees in lieu of their regular uniform may wear Sheriff's Office polos with pre-approval from management, when less formal activities are planned.

18.9 The County will replace County equipment and uniforms damaged or destroyed including normal wear and tear while on duty. The County will replace corrective lenses and hearing aids damaged or destroyed while the employee is on duty. Losing, damaging, or wasting issued clothing, property, or equipment through negligence, carelessness, or improper use may be grounds for disciplinary action. Employees will, when appropriate, fill out and submit a CCSO Lost/Missing Equipment/Uniform Statement.

18.10 The County will replace other authorized personal items damaged or destroyed beyond normal wear and tear while on duty. Personal items will be authorized for purposes of this section if (1) the employee has notified the County in writing that he/she intends to carry the item on duty; and (2) the County has given authorization to carry the item. The County shall act on the matter within twenty-one (21) calendar days from the date the personal item was brought to the County's attention. The employee shall assist the County in securing restitution or indemnification through the courts.

18.11 The County shall replace keyboards, chairs, and etceteras, with ergonomically correct items as budget allows, based on individual need and the priority set by the branch Chief.

18.12 All uniforms shall be replaced as serviceability dictates, within budget constraints, with supervisory/management approval.

ARTICLE 19 - DISCIPLINE AND TERMINATION

19.1 Probationary Periods. New, re-hired or promoted employees shall serve a probationary period of one (1) year, plus any period of unpaid leave exceeding fifteen (15) days occurring during the probationary period. The County may discipline or discharge an employee at any time during an initial probationary period, with or without cause, and such discipline or discharge shall not be subject to appeal. Promotional probationary employees shall only be disciplined or discharged for cause and the Guild reserves the right to grieve any discipline or discharge. Failure of promotional probation is not discipline and the County may fail employees on promotional probation for any lawful reason. Employees who fail a promotional probationary period shall be returned to their former classification, position and salary step.

19.2 Disciplinary Actions. Regular employees may be disciplined in the form of an oral reprimand, written warning, suspension, demotion or discharge for just cause except that oral reprimands are not grievable and grievances concerning written warnings may not be processed beyond step 2 (Department Head or Elected Official).

19.2.1 In the case of a suspension, demotion or discharge, the employee shall be provided a letter setting forth the reason(s) for such action and shall be entitled to respond to the reasons or recommended discipline before such action is taken. Employees are entitled to Guild representation at such meetings.

19.2.2 Employees shall be given copies of all disciplinary letters or performance evaluations before placement of such material into their personnel file and will be required to acknowledge receipt in writing. The employee's signature shall not be construed as agreement or concurrence with the discipline or evaluation. Copies of written reprimands and any other disciplinary letters will be provided to the Guild.

19.3 Disciplinary Investigations and Meetings. Investigations shall be conducted in accordance with chapters 01.31 "Discipline" and 01.32 "Internal Investigations" of the Sheriff's Office General Orders. The County agrees that, except for non-mandatory subjects of bargaining, these chapters will not be amended except by mutual agreement of the County and the Guild. The department may place an employee on administrative leave, with or without pay, pending an investigation. To the extent the Sheriff or any other appellate body finds that the discipline is not warranted, the employee shall be compensated for any loss in pay.

19.4 Personnel Files.

19.4.1 The personnel file shall be considered the official record of an employee's service. Adverse material for which no corrective action is taken shall not be placed in the personnel file. Employees shall be provided copies of all material to be included in their personnel file and shall have the right to attach statements in rebuttal or explanation. The personnel file shall not include records of counseling, oral warnings, IA reports or other adverse materials except those in support of discipline at the level of a written reprimand or higher.

19.4.1.a Supervisors in the employee's chain of command may retain working files consisting of performance notes, commendations, and training records not more than twelve (12) months old along with the most recent performance evaluation for the employee. Records of oral reprimands shall be removed from working files after two (2) years, subject to the requirements in 19.4.

19.4.1.b On a by-appointment basis, employees may request inspection of working files kept in their name and shall have the right to copy materials therein.

19.4.2 Disciplinary Letters. Disciplinary letters placed in an employee's personnel file shall be removed and no longer held against the employee after four (4) years. Removal of records under this section shall not be accomplished until the required period has elapsed without the occurrence of a similar problem, that is a disciplinary letter shall be "kept alive" by the occurrence of a similar problem. Removal of such material will occur upon written request by an employee to the Human Resource Manager. All removed material shall be given to the employee. However, if a request does not comply with the requirements of this section, the Human Resources Manager shall, within thirty (30) days of the request, notify the employee that the request is being denied including the basis for such denial.

19.4.3 Suspensions. Disciplinary suspensions may be removed from personnel files subject to the following considerations and procedures:

19.4.3.a The employee must request removal of the disciplinary suspension in a letter documenting the reasons and compliance with the conditions herein.

19.4.3.b The removal eligibility period shall be five (5) years for performance based suspensions and ten (10) years for misconduct based suspensions.

19.4.3.c The removal eligibility period shall be extended by an additional similar written discipline. This means the employee's record must be free of any similar written discipline for five (5) years or (10) years, respectively, for a suspension to be removed.

19.4.3.d Disciplinary suspensions meeting the conditions herein shall normally be removed. The Sheriff or his designee shall respond within thirty (30) days and may, based on reasonable concerns, deny the employee's request, but such denial shall be subject to the grievance procedure.

19.4.3.e Disciplinary suspension removed from personnel files under this section shall be retained in separate, sealed disciplinary files and shall not be subject to public inspection or release, including outside background investigations. The Sheriff may consider material in these sealed files in future promotion decisions provided the discipline in these sealed files addresses the employee's suitability for promotion.

19.4.4 Employee personnel files, working files, medical records and IA files will be maintained as confidential records to the full extent allowed by law. Access to the employee's personnel file shall be limited to the employee, his/her authorized representative, officials of the County and Sheriff's Office and such other persons or agencies as may be allowed under state and county laws and regulations.

19.4.5 The Sheriff may construct and retain such records of complaints and investigations as are necessary and appropriate to the management of the department. Information relating to investigations with a finding of exonerated, not sustained, or unfounded may not be considered or introduced in support of any subsequent disciplinary action. However, findings of not sustained which indicate a pattern or practice of particular type of conduct may be used by the department for corrective action.

19.5 Voluntary Termination Procedure.

19.5.1 Resignation. Any employee desiring to terminate employment with the County in good standing shall present a letter of resignation at least two (2) calendar weeks prior to the effective date of termination. The letter of resignation shall indicate the effective date and the reason for the resignation. Employees who quit without adequate notice may be ineligible for future employment with the County.

19.5.2 Retirement. Employees who intend to retire through the PERS or LEOFF retirement systems should provide a maximum amount of written notice of their intention to retire.

19.5.3 Abandonment of Position. An employee who is absent from his/her position for three (3) consecutive days without notice or who otherwise indicates an intent to resign employment and fails to report for duty shall be considered to have abandoned his/her position, unless the failure to notify was clearly beyond the employee's control. In the event it was not the employee's intention to resign, absence without leave constitutes an adequate basis for discipline and an employee may be involuntarily terminated for action constituting abandonment of the position. The Sheriff's Office will send a confirming notice to employees considered to have abandoned their positions.

19.6 Indemnification. Clark County shall protect, defend, hold harmless and indemnify for any damages, including court ordered attorney's fees, all covered employees and their respective marital communities against any and all claims or causes of action which arise as a result of alleged acts or errors and omission occurring within the scope of their duties and responsibilities or employment with Clark County. The County may elect not to provide indemnification for acts not undertaken in good faith, acts of misconduct or if the employee fails to fully cooperate with the defense of such action. Legal representation services will be provided by the Prosecuting Attorney's Office or outside counsel at the discretion of the County.

19.7 If an employee is given a directive by a supervisory officer which he/she believes to be in conflict with any provisions of this Agreement, the employee shall comply with the directive at the time it is given and thereafter exercise his/her right to grieve the matter. The employee's compliance with such a directive will not prejudice the employee's right to file a grievance, and his/her compliance will not affect the resolution of the grievance.

ARTICLE 20 - LAYOFF

20.1 The County may layoff an employee based on the elimination of the employee's position due to lack of work, lack of funds, reorganization, elimination of services/functions or other similar reasons. Additionally, employees may be laid off through displacement by an employee through the bumping procedure outlined in this Agreement. Employees who bump downward or accept vacant positions in a lower class shall be considered laid off from their former classification for the purpose of recall rights under this article. Forced reduction of hours shall also be considered a layoff.

20.2 Alternatives to Layoff. The County will make every reasonable effort to avoid layoff of bargaining unit employees. Prior to the layoff of a regular employee, such reasonable efforts may include the following strategies to prevent or minimize the effects of layoffs:

20.2.1 Termination of non-critical temporary employees and consultants.

20.2.2 Temporary reduced work hours programs including reduced work weeks and furloughs/shutdowns.

20.2.3 Attrition-based programs such as early retirements and voluntary layoffs.

20.2.4 Reduction of paid leave balances or accrual rates.

The County will solicit Guild input as to available and desirable alternatives prior to any final decisions as to the necessity of the layoff. Prior to any layoff, the County will negotiate with the Guild to the extent that any alternative to layoff program impacts mandatory subjects of bargaining such as reduced work hours programs or paid leave reductions.

20.3 Seniority for Layoff. Seniority for selection of employees for layoff and intra-unit bumping/reassignment shall be based upon classification seniority. The following additional considerations shall apply as warranted:

20.3.1 In the event of a tie in seniority, seniority shall be prioritized as follows: 1) classification seniority 2) bargaining unit seniority; 3) department seniority; 4) Countywide seniority.

20.3.2 When an entire classification is eliminated and replaced with a new classification (for example, Sheriff's Support Specialist II replacing General Journey), seniority in the former classification shall be added to seniority in the new classification.

20.4 Selection and Notice. The Sheriff shall identify by classification the positions to be eliminated. Within classification, employees shall be selected for layoff based on seniority. If an entire classification is being eliminated, then no such selection is required. For purposes of reassignment and bumping, seniority shall be based upon classification seniority within the classification for which such reassignment or bumping is sought, not the classification which the employee is exiting. Employees shall be provided a minimum of thirty (30) days written notice or two (2) weeks pay in lieu of written notice. Pay in lieu of notice is only for those employees not properly notified and not able to fill other positions or lateral or lower level within the department. The Guild shall be notified concurrent with written notice to employees. Two (2) weeks written notice is required for employees who are reassigned to lower classifications. One week minimum written notice is required for employees who are reassigned laterally as a result of layoff. The County may issue written contingent layoff notices to employees whose positions are not being eliminated but who it determines are subject to being bumped by more senior employees.

20.5 Reassignment and Bumping.

20.5.1 Employees facing layoff shall be offered reassignment in the order below. None of the steps below may be utilized unless there are no available positions in the preceding steps except that the steps may be rearranged as necessary to provide a minimum pay reduction. In all cases the employee must be qualified to perform the duties of the position following a reasonable period of orientation and training. In the event there is more than one (1) qualified candidate for a position, such position shall be offered on the basis of seniority within the classification being sought. In bumping situations, the employee may bump only into the position occupied by the least senior employee, not any less senior employee. The order of consideration shall be:

20.5.1.a Step 1. Vacant positions in the classification from which the employee is being laid off, first in the department, then in the bargaining unit, then Countywide.

20.5.1.b Step 2. Vacant positions in formerly held classifications in the bargaining unit. However, a Sheriff's Support Supervisor may bump a Sheriff's Support Specialist in the same unit (unit as described in 9.1.C).

20.5.1.c Step 3. Occupied positions in the department held by less senior employees in lateral or lower classifications in which they have formerly served or are otherwise entitled to bump pursuant to the Seniority Article of this Agreement.

20.5.2 If there are no available positions in steps 1-3 above, the County will make every effort to place surplus employees in other vacant positions for which they are qualified but have no prior service.

20.6 Recall. Employees who are laid off or reassigned in lieu of layoff shall be placed on a recall list for the classification from which they were laid off and any former classifications. The recall period shall be two (2) years for positions in their former classification and department and one (1) year for other positions. Seniority for recall shall be computed the same as seniority for layoff and bumping.

20.6.1 Laid-off employees will be offered employment in any available vacancy in a classification for which they have recall rights provided they are fully qualified for the position. As an alternative to recall, available positions may be filled by promotion, transfer or demotion of current employees with mutual written agreement of the department, Sheriff's Office Human Resources and the Guild.

20.6.2 Laid-off employees are eligible for consideration for other positions in the County through the competitive recruitment and selection procedures and shall be allowed to compete as internal candidates for the duration of their recall rights period. Laid-off employees are responsible for making themselves aware of available positions other than those for which they are entitled to recall consideration.

20.7 Recall Procedure. Written notice of recall shall be sent to the employee by certified mail at the last address reflected in the employee's County computer records and the employee must respond in writing within fifteen (15) calendar days of the date of the written notice. The County may send out multiple recall notices and recall the most senior employee who responds within the allotted time period. An employee shall be allowed to waive one (1) offer but shall otherwise be removed from the recall list for a classification based upon rejection or failure to respond. The employee shall be responsible for notifying the Human Resources Department of any change in address or telephone number.

20.8 Rights Upon Recall. Employees who are recalled shall be reinstated with all rights formerly attained including accrued sick leave. The employee's seniority date shall be adjusted to reflect the time on layoff pursuant to the Seniority Article of this Agreement, but the employee shall otherwise retain all service credit held at the time of layoff. Employees recalled to their former classification shall be appointed to the step and range formerly held and credit toward the next salary anniversary date shall be continued, not including the time on layoff pursuant to the Seniority Article of this Agreement.

20.9 Benefits Continuation. The County shall continue the employer's contribution toward the cost of medical and dental insurance through the end of the first whole calendar month following layoff.

20.10 Layoffs triggered by: annexations, consolidations or other inter-local agreements.

20.10.1 Notwithstanding the seniority provisions of section 20.3 of this Collective Bargaining Agreement, in the event of layoffs triggered by annexation, consolidation, transfers of functions or other qualifying inter-local agreements, such layoffs will be drawn from the supplemental layoff list. The supplemental list shall be a standing list where throughout the year members may add or delete their names from the list. Prior to a qualifying layoff, bargaining unit members will be provided a window of ten (10) working days during which they must finalize submission of their name for addition to or removal from the supplemental layoff list. If insufficient names appear on the supplemental list, additional layoffs shall be determined in the manner provided for in section 20.3 of this Collective Bargaining Agreement.

20.10.2 The number of members laid off from the supplemental list shall be based upon the number of positions slated for layoff in a given classification. For example, if there are thirty (30) Sheriff's Support Specialist II positions and three (3) Sheriff's Specialist II positions slated for layoff, the maximum number of members laid off from the classification of Sheriff's Support Specialist II would be three (3). Employees who are not employed in classifications where layoffs are occurring are not eligible for layoff from their position. For example, if no Sheriff's Support Supervisor positions are being laid off, a Sheriff's Support Supervisors could not be laid off via the supplemental list (as a Sheriff's Support Supervisor).

20.10.3 Names shall be placed on the supplemental layoff list in order of most senior. For example, if there was layoff of thirty (30) Sheriff's Support Specialist II positions and forty-five (45) members submitted their names for inclusion to the list, the thirty (30) most senior members would be laid off. Seniority will be determined in accordance with Article 17 of the current Collective Bargaining Agreement.

20.10.4 The County agrees to treat such separations, in all respects, as layoffs and to record and report them as such. No promise of particular treatment for members laid off in this manner, by other agencies, is promised or implied by this section. For example, the County cannot assure that members laid off in such a manner will receive unemployment compensation or that prospective employers would treat the layoff as an involuntary separation.

ARTICLE 21 - GRIEVANCE PROCEDURE

21.1 Purpose and Scope.

21.1.1 The purpose of this Grievance Procedure is to establish an effective process for the fair, expeditious and orderly adjustment of grievances. Only matters involving the interpretation, application, enforcement or alleged violation of an express provision of this Agreement and appendices shall constitute a grievance.

21.1.2 The parties agree that every effort should be made to resolve grievances informally with the first level supervisor or others, as appropriate, and to settle grievances at the lowest possible level. The grievant, Guild representative, and the appropriate County representative shall meet, if necessary, to attempt to resolve the grievance at any step.

21.1.3 A grievance may move to any level in the grievance procedure by written mutual agreement of the parties.

21.2 Filing and Processing Requirements. A grievance may be brought under this procedure by the Guild on behalf of one or more aggrieved employees, or by the Guild as a class grievance (hereafter described as "the grievant"). No grievance shall be processed without Guild concurrence and representation.

21.2.1 Disciplinary grievances shall be initially submitted at Step 2. Grievances concerning oral or written reprimands may not be processed beyond Step 2. However, if the County offers evidence of an oral or written reprimand in support of a suspension, disciplinary demotion or discharge, the Guild may challenge the existence of just cause supporting the issuance of the oral or written reprimand in the grievance challenging the suspension, disciplinary demotions, or discharge.

21.2.2 Class or class action grievances of bargaining unit wide application shall be initially submitted at Step 3. Class grievances are those which would potentially have application across departmental lines and/or apply to a large number of employees covered by this Agreement, for example, interpretation of overtime work periods.

21.2.3 A written grievance shall be signed and dated and indicate the step at which is being filed. Grievances not meeting the requirements of this section shall not be considered officially filed or may not be moved to the next step until the missing information is provided, as applicable. Written grievances and responses shall address, at a minimum, the following points:

21.2.3.a The statement of the grievance/response and the facts upon which it is based;

21.2.3.b A statement of the specific provision(s) of the Agreement that is (are) the basis of the grievance/response;

21.2.3.c The manner in which the provision is purported to have been violated, misapplied or misinterpreted (or in which the provision supports the response);

21.2.3.d The date or dates on which the alleged violation, misinterpretation or misapplication occurred; and

21.2.3.e The specific remedy sought or offered.

21.3 Timelines.

21.3.1 When computing deadlines under this Article, the day which triggers the deadline (contract violation, receipt of grievance, etc.) shall not be included. "Working days" means Monday through Friday, excluding holidays. Filing and response time limits shall be met by mailing, delivery or facsimile transmission. Receipt shall be considered to be the date of actual receipt. The time limits prescribed herein may be waived or extended by mutual agreement, in writing, by the Guild, and the appropriate County representative at each step.

21.3.2 A grievance not brought within the time limit prescribed for every step shall be considered settled on the basis of the last decision received by the Guild. A grievance or complaint not responded to by the County representative may be moved to the next step in the procedure.

21.4 Steps.

21.4.1 Step 1. If unable to resolve the grievance informally with the immediate supervisor, the Guild on behalf of the grievant(s) shall present the grievance in writing to his/her immediate manager (defined as the first level of management not included in the bargaining unit or as otherwise designated by the Sheriff). The grievance must be filed within ten (10) working days of the occurrence of the grievance or the date the grievant knew or should have known of its occurrence or the date of conclusion of informal resolution attempts. Copies of the grievance shall be filed with the Branch Chief and Sheriff's Office Human Resources. The immediate manager must respond in writing within ten (10) working days.

21.4.2 Step 2. If the grievance is not resolved at Step 1, the Guild on behalf of the grievant(s) shall submit the written grievance to the CCSO Human Resource Manager within ten (10) working days, following the manager's response. The CCSO Human Resource Manager shall respond in writing to this grievance within ten (10) working days.

21.4.3 Step 3. If the grievance is not resolved at Step 2, the Guild on behalf of the grievant(s) shall submit the written grievance to the Human Resources Director as the Board's designee for Labor Relations within ten (10) working days of receipt of the Step 2 response. The Human Resources Director shall respond in writing to this grievance within ten (10) working days. Except that disciplinary grievances shall bypass Step three (3), moving directly to step four (4).

21.4.4 Step 4. If the grievance has not been resolved, the Guild on behalf of the grievant(s) may refer the dispute to final and binding arbitration. The Guild shall notify the County in writing, of submission to arbitration within ten (10) working days after receipt of the County's final written response in Steps 2 or 3 above as applicable.

21.4.5 The above steps shall include meetings between the parties at the request of either party to facilitate resolution of the grievance.

21.5 The Guild and the County shall endeavor to mutually agree upon an arbitrator. If a mutually acceptable arbitrator cannot be determined, the Guild shall request a list of eleven (11) qualified neutrals (or as many as are available) from the Federal Mediation and Conciliation Service (FMCS) who shall reside in Oregon and Washington and be members of the National Academy of Arbitrators. Each party shall have the right to reject one panel in its entirety and request that a new panel be submitted. Within ten (10) working days after receipt of the list, the parties shall alternately strike the names on the list, and the remaining name shall be the arbitrator. The first strike shall be determined by a coin flip between the parties.

21.6 The arbitrator shall have the power to issue and enforce subpoenas in accordance with Chapter 7.04 RCW. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue or issues presented, and shall confine his/her decision solely to the interpretation, application, or enforcement of this Agreement. The arbitrator shall confine him/herself to the issues submitted for arbitration, and shall have no authority to determine any other issues not so submitted to him/her. The decision of the arbitrator shall be submitted within thirty (30) days and shall be final and binding upon the employees, Guild and the County. The arbitrator's decision shall be in writing and within the scope and terms of this Agreement.

21.7 Each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim transcript of the proceedings, it shall pay the costs of the court reporter and of the arbitrator's copy of the transcript. Should both parties desire a copy of the transcript, they shall share the costs of the court reporter and of the arbitrator's copy of the transcript. The losing party shall bear the fees and expenses of the arbitrator.

21.8 An employee whose Guild takes an issue to arbitration shall hereby waive his/her right to a Civil Service hearing under the County's Civil Service Rules and an employee who takes an issue to a Civil Service hearing waives his/her right to an arbitration hearing. It is also agreed that the grievance procedure is intended to be the exclusive remedy for resolving contractual disputes that may arise out of the interpretation or application of this Collective Bargaining Agreement, and that taking an issue to arbitration shall constitute a waiver of the right of the Guild to litigate the subject matter in any other forum.

21.9 Mediation-Arbitration (Med-Arb). As an alternative or supplement to the grievance procedure, or for such other purposes as the parties may mutually determine, the parties may invoke a mediation-arbitration process to resolve grievances or other issues between them as provided herein. As contemplated by this section, mediation-arbitration involves the use of a third party, first to serve as a mediator, using contemporary mediation techniques, then, if that process fails to achieve a resolution, to arbitrate or direct a solution which shall be binding on both parties. A decision to utilize med-arb shall be voluntary by both parties and subject to the following understandings:

21.9.1 The mediator-arbitrator shall be a mutually acceptable PERC staff representative, or in the alternative, the parties may share equally the cost of employing a fee-basis mediator-arbitrator. The parties may choose to strike names from a list, employ a standing panel or select on a case-by-case basis.

21.9.2 If the parties agree to enter into mediation-arbitration, the mediator shall first attempt to assist the parties in achieving a voluntary resolution. If none can be achieved, the mediator-arbitrator shall be empowered to fashion a remedy or resolution which shall be binding upon both parties.

21.9.3 If the mediation process fails to produce a settlement, it is envisioned that the arbitrator will issue a "bench decision," based on his/her understanding of the positions of the parties gained through the mediation step and a formal hearing with exhibits,

ARTICLE 22 - DEFINITIONS

22.0 Definitions.

Absence Without Leave - Absence without notification or approval.

Classification Review Committee (CRC) - An internal review committee which exists for the purpose of evaluating the merits of reclassification requests.

Demotion - Appointment of an employee to a job classification with a lower maximum top step salary.

Department - Means the Clark County Sheriff's Office.

Emergency - An unforeseen set of circumstances requiring immediate action, response or change in policy.

Full-Time or Full-Time Employee - A normal work schedule of forty (40) hours per week on a continuing basis.

Higher Classification - A classification with a higher maximum base wage rate.

Lateral Classification - A classification with an identical maximum base wage rate.

Lateral Transfer - Appointment to a position in a lateral classification or between positions in the same classification.

Lower Classification - A classification with a lower maximum base wage rate.

Part-Time or Part-Time Employee - A normal work schedule of fewer than forty (40) hours per week.

Past Practice - A course of conduct which both parties' principals are aware of and is of sufficient duration such that the parties may be assumed to have consented to the course of conduct.

Probationary Period - The first twelve (12) months of employment, plus any period of unpaid leave occurring during the probationary period, following hire, re-hire or promotion. Unpaid leave shall not count toward the completion of the probationary period. A probationary employee is an employee in a probationary period.

Project Employee - A temporary employee filling a regular FTE with limited benefits for a specified period of time.

Promotion - Appointment of an employee to a position in a higher classification with a higher maximum top step of base wage rate.

Recall - The reappointment of a laid off employee from a recall list following layoff or the offering of a position through the recall procedure.

Reclassification - A change of a regular budgeted position from one job classification to another (including new classifications) and/or the resulting action on the incumbent employee. (As distinguished from promotion when an employee promotes from one existing position to another existing position).

Re-employment - Re-hire of an employee in a classification in which the employee has been formerly employed and has satisfactorily completed the probationary period with a break-in-service of not more than twenty-four (24) months. Upon re-employment, the amount of service previously acquired shall be reinstated for accrual purposes, less the break in service. Employees shall be returned to the salary step previously attained and time served at that step shall be credited toward eligibility for the next step increase. The sick leave balance at the time of termination shall be restored, less any sick leave cashed out upon separation. A new probationary period is not required.

Regular Employee - An employee who is in a regular budgeted position.

Reinstatement - The re-hire of an employee in his/her former classification within two years of termination.

Salary - The employee's rate of pay, whether expressed as an hourly or monthly figure. (See Article 11 for computation and discussion of hourly versus salaried treatment).

Salary Anniversary Date or Review Date - The date as specified by this Agreement upon which an employee is eligible for a step increase within his/her range.

Service or Continuous Service - An employee's length of continuous employment with the County since his/her most recent date of hire as a full-time or part-time employee in a regular budgeted position. Seniority may be defined based on time in the County, Department, bargaining unit or job classification as provided by this Agreement.

Sheriff - Means the Sheriff for the County of Clark, State of Washington or his/her designee.

Temporary Employee - An employee hired on a limited term basis.

Timely - The clock begins on the date of receipt.

Working Days - Working days means Monday through Friday, excluding holidays.

Vacant and Available Positions - Those regular and funded positions which management has determined will be filled.

ARTICLE 23 - SCOPE AND DURATION

23.1 Entire Agreement. This Agreement and its appendices constitute the entire Agreement between the parties and concludes collective bargaining for its term subject only to a desire by both parties to mutually agree to amend or supplement at any time. The County and the Guild hereby voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject matter referred to or covered by this Agreement. With respect to subjects not covered by this Agreement, the parties agree that the County may temporarily implement changes pending the outcome of any bargaining required by RCW 41.56.

23.2 Savings Clause. Should any article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon the issuance of any such decision, the parties agree to immediately negotiate a substitute, if possible, for the invalidated article, section or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

23.2.1 The parties agree that this Agreement may be reopened as necessary to accommodate legislative changes, judicial interpretations or other mandates including state and federal health care reform and the reasonable accommodation of persons with qualifying disabilities.

23.3 Duration and Renewal. This Agreement shall be effective upon ratification by both parties except for such provisions as are mutually agreed to be effective upon an alternative date. It shall remain in full force and effect through the 31st of December 2007. The contract shall be automatically renewed from year to year thereafter, unless the County or the Guild gives written notice to the other that it wishes to modify the contract for any reason. Such notice must be submitted not later than October 1st of the final year of the Agreement or the final year of any extension period.

EXHIBIT A: REPRESENTED CLASSIFICATIONS

Positions under the authority of the Sheriff and included under the following classification titles are acknowledged as being solely represented by the Sheriff's Office Support Guild:

CADET
CIVIL SUPERVISOR
CRIME ANALYST
FOOD SERVICES COORDINATOR
FOOD SERVICES COORDINATOR, SENIOR
JAIL INDUSTRY COORDINATOR
JAIL INDUSTRY SUPERVISOR
PROPERTY/EVIDENCE TECHNICIAN
SHERIFF'S ACCOUNTING SPECIALIST II
SHERIFF'S ACCOUNTING SPECIALIST III
SHERIFF'S LEGAL SECRETARY II
SHERIFF'S SUPPORT SPECIALIST II
SHERIFF'S SUPPORT SPECIALIST III
SHERIFF'S SUPPORT SUPERVISOR
TRAINING OFFICER

EXHIBIT B: SALARY SCHEDULES
SHERIFF'S OFFICE SUPPORT UNIT

Effective July 1, 2004 - 2.5% Increase							
Grade	Title	Step 1	2	3	4	5	6
SC.375	Cadet		10.72	11.28	11.82	12.42	13.05
SC.360	Civil Division Supervisor	21.35	22.42	23.54	24.73	25.96	27.28
SC.358	Crime Analyst	19.37	20.33	21.35	22.42	23.54	24.73
SC.368	Food Services Coordinator	14.82	15.52	16.33	17.11	18.00	18.89
SC.370	Food Services Coordinator, Sr	16.33	17.11	18.00	18.89	19.82	20.84
SC.368	Jail Industries Coordinator	14.82	15.52	16.33	17.11	18.00	18.89
SC.372	Jail Industries Supervisor	18.00	18.89	19.82	20.84	21.86	22.97
SC.353	Legal Secretary II	15.19	15.93	16.74	17.54	18.44	19.37
SC.351	Property Technician	13.77	14.45	15.19	15.93	16.74	17.54
SC.349	Sheriff's Acctg Spec. I	12.51	13.09	13.77	14.45	15.19	15.93
SC.351	Sheriff's Acctg Spec. II	13.77	14.45	15.19	15.93	16.74	17.54
SC.353	Sheriff's Acctg Spec. III	15.19	15.93	16.74	17.54	18.44	19.37
SC.347	Sheriff's Support Spec I	11.33	11.87	12.51	13.09	13.77	14.45
SC.350	Sheriff's Support Spec II	13.09	13.77	14.45	15.19	15.93	16.74
SC.352	Sheriff's Support Spec III	14.45	15.19	15.93	16.74	17.54	18.44
SC.355	Sheriff's Support Spec. Superv	16.74	17.54	18.44	19.37	20.33	21.35
SC.359	Support Training Officer	20.33	21.35	22.42	23.54	24.73	25.96

Effective July 1, 2005 - 2.5% Increase							
Grade	Title	Step 1	2	3	4	5	6
SC.375	Cadet		10.99	11.56	12.12	12.73	13.38
SC.360	Civil Division Supervisor	21.88	22.98	24.13	25.35	26.61	27.96
SC.358	Crime Analyst	19.85	20.84	21.88	22.98	24.13	25.35
SC.368	Food Services Coordinator	15.19	15.91	16.74	17.54	18.45	19.36
SC.370	Food Services Coordinator, Sr	16.74	17.54	18.45	19.36	20.32	21.36
SC.368	Jail Industries Coordinator	15.19	15.91	16.74	17.54	18.45	19.36
SC.372	Jail Industries Supervisor	18.45	19.36	20.32	21.36	22.41	23.54
SC.353	Legal Secretary II	15.57	16.33	17.16	17.98	18.90	19.85
SC.351	Property Technician	14.11	14.81	15.57	16.33	17.16	17.98
SC.349	Sheriff's Acctg Spec. I	12.82	13.42	14.11	14.81	15.57	16.33
SC.351	Sheriff's Acctg Spec. II	14.11	14.81	15.57	16.33	17.16	17.98
SC.353	Sheriff's Acctg Spec. III	15.57	16.33	17.16	17.98	18.90	19.85
SC.347	Sheriff's Support Spec I	11.61	12.17	12.82	13.42	14.11	14.81
SC.350	Sheriff's Support Spec II	13.42	14.11	14.81	15.57	16.33	17.16
SC.352	Sheriff's Support Spec III	14.81	15.57	16.33	17.16	17.98	18.90
SC.355	Sheriff's Support Spec. Superv	17.16	17.98	18.90	19.85	20.84	21.88
SC.359	Support Training Officer	20.84	21.88	22.98	24.13	25.35	26.61

Effective January 1, 2006 - Sheriff's Support Spec. Superv ONLY 2.0% increase & new Grade							
Grade	Title	Step 1	2	3	4	5	6
SC.700	Sheriff's Support Spec. Superv	17.50	18.34	19.28	20.25	21.26	22.32

Effective July 1, 2006 - 2.5% Increase							
Grade	Title	Step 1	2	3	4	5	6
SC.375	Cadet		11.26	11.85	12.42	13.05	13.71
SC.360	Civil Division Supervisor	22.43	23.55	24.73	25.98	27.28	28.66
SC.358	Crime Analyst	20.35	21.36	22.43	23.55	24.73	25.98
SC.368	Food Services Coordinator	15.57	16.31	17.16	17.98	18.91	19.84
SC.370	Food Services Coordinator, Sr	17.16	17.98	18.91	19.84	20.83	21.89
SC.368	Jail Industries Coordinator	15.57	16.31	17.16	17.98	18.91	19.84
SC.372	Jail Industries Supervisor	18.91	19.84	20.83	21.89	22.97	24.13
SC.353	Legal Secretary II	15.96	16.74	17.59	18.43	19.37	20.35
SC.351	Property Technician	14.46	15.18	15.96	16.74	17.59	18.43
SC.349	Sheriff's Acctg Spec. I	13.14	13.76	14.46	15.18	15.96	16.74
SC.351	Sheriff's Acctg Spec. II	14.46	15.18	15.96	16.74	17.59	18.43
SC.353	Sheriff's Acctg Spec. III	15.96	16.74	17.59	18.43	19.37	20.35
SC.347	Sheriff's Support Spec I	11.90	12.47	13.14	13.76	14.46	15.18
SC.350	Sheriff's Support Spec II	13.76	14.46	15.18	15.96	16.74	17.59
SC.352	Sheriff's Support Spec III	15.18	15.96	16.74	17.59	18.43	19.37
SC.700	Sheriff's Support Spec. Superv	17.94	18.80	19.76	20.76	21.79	22.88
SC.359	Support Training Officer	21.36	22.43	23.55	24.73	25.98	27.28

Effective July 1, 2007 - 3.0% Increase							
Grade	Title	Step 1	2	3	4	5	6
SC.375	Cadet		11.60	12.21	12.79	13.44	14.12
SC.360	Civil Division Supervisor	23.10	24.26	25.47	26.76	28.10	29.52
SC.358	Crime Analyst	20.96	22.00	23.10	24.26	25.47	26.76
SC.368	Food Services Coordinator	16.04	16.80	17.67	18.52	19.48	20.44
SC.370	Food Services Coordinator, Sr	17.67	18.52	19.48	20.44	21.45	22.55
SC.368	Jail Industries Coordinator	16.04	16.80	17.67	18.52	19.48	20.44
SC.372	Jail Industries Supervisor	19.48	20.44	21.45	22.55	23.66	24.85
SC.353	Legal Secretary II	16.44	17.24	18.12	18.98	19.95	20.96
SC.351	Property Technician	14.89	15.64	16.44	17.24	18.12	18.98
SC.349	Sheriff's Acctg Spec. I	13.53	14.17	14.89	15.64	16.44	17.24
SC.351	Sheriff's Acctg Spec. II	14.89	15.64	16.44	17.24	18.12	18.98
SC.353	Sheriff's Acctg Spec. III	16.44	17.24	18.12	18.98	19.95	20.96
SC.347	Sheriff's Support Spec I	12.26	12.84	13.53	14.17	14.89	15.64
SC.350	Sheriff's Support Spec II	14.17	14.89	15.64	16.44	17.24	18.12
SC.352	Sheriff's Support Spec III	15.64	16.44	17.24	18.12	18.98	19.95
SC.700	Sheriff's Support Spec. Superv	18.48	19.36	20.35	21.38	22.44	23.57
SC.359	Support Training Officer	22.00	23.10	24.26	25.47	26.76	28.10

EXHIBIT: C

CLARK COUNTY SHERIFF'S OFFICE SUPPORT GUILD

**DUES DEDUCTION
AUTHORIZATION FORM**

Employee _____ Job Title _____

Department _____ SSN: _____

Bargaining Unit: **CLARK COUNTY SHERIFF'S OFFICE SUPPORT GUILD**

Means of Appointment: ☐ New Hire ☐ Other

☐ Religious tenets exemption. Donation to charitable organization (separate form).

Dues:

Monthly dues: 1.33% of base salary for full time-part-time/permanent employees.*

* All employees will pay a minimum amount monthly to cover cost of retainer. It will be the responsibility of the employee to be sure the minimum amount of dues have been deducted from their payroll. If the employee is off and in a no-pay status, the responsibility of the minimum monthly dues must be paid to the treasurer of the Guild to avoid any lapse in their Guild coverage.

Payroll Deduction Authorization:

I authorize deduction of the above amounts by payroll deduction and remittance to the labor organization listed above.

Employee Signature _____

Date _____

EXHIBIT D: PDO ACCRUAL RATES

SOSS-PDO:

Employees Hired Before 01/01/85

Years of Service	Hours per Month	Hours per Year	Days per Year	Vac. Portion	Maximum Hrs. 1998	Maximum Hrs. 1999	Maximum Hrs. 2000
14	25.34	308	38	22	410	410	385
16	27.34	328	41	25	436	436	410
21	29.34	352	44	28	468	468	440

EXHIBIT: E

SUBSTANCE ABUSE FREE ENVIRONMENT

1.0 Statement of Principle. The County and the Guild are committed to a substance abuse-free working environment.

2.0 Reasonable Suspicion. The Support Guild members will be covered by language in the Deputy Sheriff's Guild Agreement with respect to reasonable suspicion detection and testing procedures for alcohol and/or controlled substance abuse in the workplace.

3.0 Mishandled/Missing Evidence. Employees will be subject to testing for controlled substances when evidence is determined to have been mishandled and/or missing.

3.1 Timeline for Testing. When controlled substance evidence is either mishandled and/or determined to be missing, all parties involved in the chain of custody and/or who had access to the material shall be drug tested no sooner than 48 hours and not longer than 96 hours following detection by management. A good faith effort to review the evidence handling will be conducted in order to determine who had reasonable access prior to determining who should be tested.

3.2 Search. Management agrees to conduct a reasonable search for the missing substance(s) prior to scheduling drug testing for involved parties.

4.0 Consequences of Positive Test Results. A positive test result for the substance in question would result in a formal internal affairs investigation prior to any discipline determination.

4.1 Detection of substance abuse, unrelated to the missing evidence, would be handled consistent with the language in the Deputy Sheriff's contract section 20.6, positive test results.

4.2 Internal Affairs findings of theft would be handled consistent with the discipline article of this Agreement.

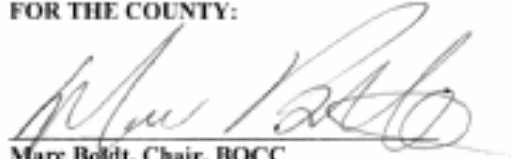
EXHIBIT: F

BOARD OF CLARK COUNTY COMMISSIONERS

BOCC Approval Date: March 14, 2006

Guild Ratification Date: _____

FOR THE COUNTY:



Marc Boldt, Chair, BOCC

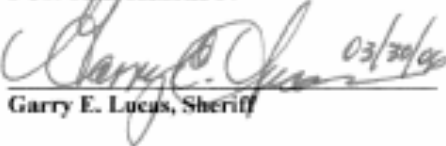


Bill Barron, County Administrator



Francine Reis, Human Resources Director

FOR THE SHERIFF:

 03/30/06

Garry E. Lucas, Sheriff

Human Resource Manager


 3/16/06

Ric Bishop, Chief Civil Deputy

FOR THE SHERIFF'S OFFICE SUPPORT
GUILD:



Rick Plamondon, Guild
President



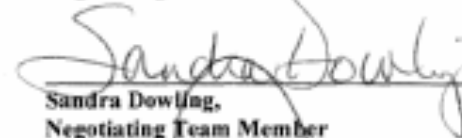
Becky Bretmayer,
Negotiation Team Member



Eddie LaPierre,
Negotiating Team Member



Linda Cassidy,
Negotiating Team Member



Sandra Dowling,
Negotiating Team Member



Mark Makler,
Attorney for the Guild

ADDENDUM A



CLARK COUNTY

2006 Medical Plans Comparison

Coverage	AETNA, INC. Open Choice PPO		Kaiser Permanente HMO
Deductibles and Maximums	Preferred Providers	Non-Preferred Providers	
Per Person/Family	\$200 Individual/\$400 Family	\$500 Individual/\$1,000 Family	n/a
Out-of-Pocket Maximum	\$2,000 Individual/\$4,000 Family	\$4,000 Individual/\$8,000 Family	\$600 / person \$1,200 / family
Lifetime Maximum	Unlimited except where indicated	Unlimited except where indicated	Unlimited
			YOU PAY:
Preventive and Wellness Care			
Routine Health Evaluations	100% after \$15 copay	50% after deductible	\$15 copayment
Well-baby Care (0-2 years)	6 exams first 12/mo 2 exams 13-24th mo	50% after deductible	no charge
Well-child Care (2+ years)	1 exam every 12 months up to age 18	50% after deductible	\$15 copayment
Immunizations	100% after copay/deductible waiver	50% after deductible	no charge
Maternity	Payable as any other covered expense	Payable as any other covered expense	no charge after pregnancy confirmed
Annual Woman's Exam	100% after \$15 copay	50% after deductible	\$15 copayment
Routine Mammogram (Mammogram with diagnosis subject to xray benefit)	Covered 100%;deductible waived	50% after deductible	no charge
Office Visits			
Primary Care Physician	100% after \$15 copay	50% after deductible	\$15 copayment
Specialist Office Visits	100% after \$15 copay	50% after deductible	\$15 copayment**
Lab/X-Rays	85% after Deductible	50% after deductible	no charge**
Outpatient Rehabilitation (speech, physical, occupational therapies)	85% after Deductible	50% after deductible	\$15 copayment**
Home Health Care	85% after Deductible	50% after deductible	no charge**
Hospital Services			

Acute & Skilled Care (Hospital & Nursing Home)	85% after Deductible	50% after deductible	no charge
Physician, Surgeon, Anesthesiology	85% after Deductible		no charge
Outpatient Surgery in Physician Office	85% after Deductible	50% after deductible	\$15 copayment
Outpatient Surgery in Other Facility	85% after Deductible	50% after deductible	\$15 copayment

Other Services

Emergency Services

100% after \$100 Emergency room copay; waived if confined-inpatient Hospital coverage applies
85% after Deductible

100% after \$100 Emergency room copay waived if confined-inpatient Hospital coverage applies
Same as Preferred

\$75 copayment + any other Supplemental Charges
Copoly waived if admitted

Ambulance

\$50 copayment

Durable Medical Equipment

85% after Deductible

50% after deductible

Non-Reusable Supplies - no charge
DME & Orthotics - 20% of charges
Same Supplemental Charge as any other covered condition

Infertility

Diagnosis & treatment of disease is covered.

Diagnosis & treatment of disease is covered.

Chiropractic Care

Review policy book for Specialties, then 100% after \$15 Copay

50% after deductible

\$20 copayment for first 12 visits
additional visits require authorization

Mental Health Services

Outpatient Visits

85% after Deductible up to 20 days per calendar year

50% after deductible up to 20 days per calendar year

\$15 copayment

Inpatient/Residential Treatment

85% after deductible;
up to 30 days per calendar year

50% after deductible up to 30 days per calendar year

limited to 40 visits every 2 years
\$100/day copay to \$500 per admit
Limited to 16 days every 2 years
\$50/day to \$250 for Residential treatment facilities
Limited to 26 days every 2 years

Chemical Dependency

Outpatient Visits

85% after Deductible

50% after Deductible

\$15 copayment

Inpatient/Residential Treatment

\$15,000 per calendar year
Any substance abuse expenses related to medically necessary detoxification may not be applied towards the \$15,000 maximum

\$15,000 per calendar year

Any substance abuse expenses related to medically necessary detoxification may not be applied towards the \$15,000 maximum

no charge
All Chemical Dependency services limited to \$11,841 maximum benefit all settings during a 24-month period.

Prescription Drugs

	Retail	100% after \$10copay for generic, \$15 copay for formulary and \$25 copay for non-formulary up to 30 day supply	Not applicable	\$10 copayment for a 30-day supply
	Mail Order	100% for 31-90day supply after \$20copay for generic, \$30 copay formulary, and \$50 copay for non-formulary	Not applicable	\$20 copayment for a 90-day supply of maintenance medication
Rx Out-of-Pocket Maximum				not applicable

Vision Services

Exam	VSP: \$15 Copay with VSP Provider. Adults every 24 months, Children every 12/mo.	Non VSP Provider reimburses \$45.	\$15 copayment as frequently as medically necessary
Lenses	Aetna: \$15 Copay. Every 24 months. Plan reimburses up to \$200 for a complete pair of glasses (lenses+frames) every 24 months. Provider discount rates of 20%	Plan reimburses up to \$200 for a complete pair of glasses (lenses+frames) every 24 months	Lenses, frames, and/or contact lenses are covered at Non-Member charges less \$200 every 24 months. If a change of .50 diopters or greater occurs within 12 months, replacement lenses will be covered up to \$60 for single-vision and contact lenses.
Frames	See above	See above	See above

* Subject to deductible

** Requires Primary Care Physician Referral

This is a summary of benefits only. See plan booklets for details, including applicable limitations.

Premium Share Methodology - An Explanatory Example									
Sheriff's Office Support Guild									
2006 Base Year Benefits Cost Calculation				Rate	Mo. Premium	Ann. Premium			
Aetna Medical	Single	22	406.54	8,943.88					
	Two Party	5	809.00	4,045.00					
	Family	11	1,138.30	12,521.30					
	Total	38		25,510.18	306,122.16				
Kaiser Medical				Single	19	307.04	5,833.76		
	Two Party	22	614.08	13,509.76					
	Family	17	921.12	15,659.04					
	Total	58		35,002.56	420,030.72				
VSP Vision				Single	22	7.54	165.88		
Goes w/ Aetna Plan	Two Party	5	10.92	54.60					
	Family	11	19.58	215.38					
	Total	38		435.86	5,230.32				
Medical Composite		96	634.88		731,383.20				
WDS Dental	Composite	50	112.44	5,622.00	67,464.00				
Kaiser Dental	Composite	46	105.58	4,856.68	58,280.16				
Actual Dental Composite		96	109.15		125,744.16				
Total of all plans		96	\$ 744.03		\$ 731,383.20				
Note: Added two employees to dental insurance to equal participation with the medical per proposed contract language; added one to WDS and one to Kaiser.									
PEPM Base Year Rate \$ 744.03									